



CITY COUNCIL MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118
MONDAY, AUGUST 31, 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. Proclamations, Presentations and Recognitions

A. City Donations

Documents:

[COUNCIL REPORT - CITY DONATIONS.PDF](#)
[RESOLUTION - DONATIONS TO THE CITY.PDF](#)

10. Consent Agenda

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

A. Public Safety Committee Minutes of August 12, 2020

Documents:

[PUBLIC SAFETY COMMITTEE MINUTES AUGUST 12 2020.PDF](#)

B. List of Claims for August 31, 2020

Documents:

[COUNCIL REPORT - 8.31. 2020 LIST OF CLAIMS.PDF](#)

C. 2020 CARES Financial Reporting for August

Documents:

[COUNCIL REPORT - CARES ACT FINANCIAL REPORT FOR AUGUST-2.PDF](#)

D. 2020 CARES Act, County-Municipality Grant Agreement and Application

Documents:

[COUNCIL REPORT - CARES ACT ELECTION FUNDING 083120.PDF](#)
[RESOLUTION - CARES ACT ELECTION FUNDING.PDF](#)
[ATTACHMENT - CARES ACT GRANT APPLICATION.PDF](#)
[ATTACHMENT - 2020 CARES ACT COUNTY - MUNICIPALITY GRANT AGREEMENT V3.PDF](#)

E. City Licensing

Documents:

[COUNCIL REPORT - CITY LICENSING.PDF](#)
[RESOLUTION - SIBLEY AREA HOCKEY ASSOCIATION.PDF](#)

F. Outdoor Live Entertainment

Documents:

[COUNCIL REPORT - OUTDOOR LIVE ENTERTAINMENT.PDF](#)

G. Rental Licensing

Documents:

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

H. Surplus Property

Documents:

[COUNCIL REPORT - DECLARATION OF SURPLUS MOTOR VEHICLE.PDF](#)
[RESOLUTION - DECLARATION OF SURPLUS MOTOR VEHICLE.PDF](#)

I. Temporary No Parking on Haskell Street West

Documents:

[COUNCIL REPORT - TEMPORARY NO PARKING ON HASKELL.PDF](#)
[ATTACHMENT - TEMPORARY NO PARKING ON HASKELL.1.PDF](#)
[RESOLUTION - TEMPORARY NO PARKING ZONE ON HASKELL WEST.1.PDF](#)

J. Consultant Contract for Garlough/Marthaler Trail Design, City Project 21-3

Documents:

[COUNCIL REPORT - CONSULTANT CONTRACT FOR GARLOUGH MARTHALER TRAIL DESIGN CP 21-3.PDF](#)

11. Public Hearing

A. Final Reading of Ordinance No. 20-016 Vacating Easement along Kathleen Drive

Documents:

[COUNCIL REPORT - SECOND READING VACATION ON KATHLEEN DRIVE.PDF](#)
[ORDINANCE 20-016 VACATING UNBUILT ROADWAY BETWEEN LOT 8 BLOCK 1 AND LOT 1 BLOCK 2, A.E. REHNBERGS SOUTHVIEW ADDITION.PDF](#)

B. First Reading of Ordinance to Rezone and Multiple Applications for the Redevelopment of 1571 Robert Street and the Construction of a Five-Story Mixed-Use Building with Market Rate Apartments and Retail Space – Roers Companies

Documents:

[COUNCIL REPORT - 1571 ROBERT ST ROERS REDEVELOPMENT.PDF](#)
[ATTACHMENT - 1571 ROBERT ST ROERS REDEVELOPMENT - DOCUMENTS.PDF](#)
[ATTACHMENT - 1571 ROBERT ST ROERS REDEVELOPMENT - UPDATED PLANS.PDF](#)
[RESOLUTION 20- - CONDITIONAL USE PERMIT FOR 1571 ROBERT ST ROERS REDVELOPMENT.PDF](#)
[RESOLUTION 20- - SITE PLAN FOR 1571 ROBERT ST ROERS REDVELOPMENT.PDF](#)
[RESOLUTION 20- - PRELIMINARY AND FINAL PLAT FOR 1571 ROBERT ST ROERS REDVELOPMENT.PDF](#)
[ORDINANCE 20- - FIRST READING TO REZONE 1571 ROBERT ST ROERS REDVELOPMENT.PDF](#)

C. Town Center I - TIF District Establishment and Development Agreement

Documents:

COUNCIL REPORT - ROERS TOWN CENTER I.PDF
CITY COUNCIL PACKET ROERS.PDF
RESOLUTION - TOWN CENTER 1 TIF DISTRICT ESTABLISHMENT
(ROERS).PDF

D. Dominion - Modification to the Redevelopment Plan for South Robert Street
Redevelopment Project No. 1 and Establishment of TIF District

Documents:

COUNCIL MEMO - DOMINIUM.PDF
CC AND EDA MEMO ON TIF DISTRICT 8-31-20.PDF
TIF PLAN.WSP-KMART REDEVELOPMENT.PDF
RESOLUTION - ESTABLISHING THE TIF DISTRICT (DOMINIUM).PDF

E. Continue to September 14, 2020 - Platting Application for a Property Line Adjustment
Between 1019 Smith Avenue and 1010 Dodd Road – Michael Buttgerreit

Documents:

COUNCIL REPORT - 1019 SMITH AND 1010 DODD.PDF
ATTACHMENTS - 1019 SMITH AND 1010 DODD.PDF

12. New Business

A. First Reading of an Ordinance Regarding NDC4 Cable Franchise Renewal

Documents:

COUNCIL REPORT - NDC4.PDF
PRESENTATION - NDC4 COMCAST RENEWAL 8-5-2020.PDF
ORDINANCE - NDC4 COMCAST 2020 INFORMAL RENEWAL
FRANCHISE.PDF
ATTACHMENT - NDC4 COMCAST SIDE LETTER 8-5-2020.PDF
ATTACHMENT - NDC4 RESOLUTION RECOMMENDING COMCAST
RENEWAL FRANCHISE 8-5-2020.PDF

13. Old Business

14. 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 Council Report

To: Mayor and City Council
Through: Ryan Schroeder, City Manager
From: Charlene Stark, Finance Director
Date: August 31, 2020

Donations to the City

BACKGROUND INFORMATION:

The below described individuals and/or organizations have donated to the City:

Pace Tire & Service Center Inc. (Council member Pace) has graciously donated \$250.00 for the Art Park.

Minnesota Foods LLC (Mike's Butcher Shop) has graciously donated \$100.00 for the Art Park.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Publically thank the above listed individuals and organizations and accept their generous donations by adopting the attached resolution.

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

RESOLUTION NO. 20-

RESOLUTION ACCEPTING DONATIONS TO THE CITY

WHEREAS, the below listed individuals/organizations have donated funds to the City:

Pace Tire & Service Center Inc. (Council member Pace) has graciously donated \$250.00 for the Art Park

Minnesota Foods LLC (Mike's Butcher Shop) has graciously donated \$100.00 for the Art Park

AND WHEREAS, the donors may indicate a particular use for their funds; and

WHEREAS, the Mayor and City Council acknowledge the generosity of these individuals/organizations and extend their appreciation to them for their consideration and generous donations.

NOW, THEREFORE, BE IT RESOLVED that the West St. Paul Mayor and City Council accept these donations on behalf of the City and authorize City Staff to expend these funds in the manner described therein.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

City of West St. Paul
Public Safety Committee
August 12, 2020

Members Present:

Chair Anthony Fernandez
Member Wendy Berry
Member Dick Vitelli

Others Present:

Police Chief Brian Sturgeon
Public Works Director Ross Beckwith
City Manager Ryan Schroeder

Chair Fernandez called the meeting to order at 7:47 AM. By consensus, the committee accepted the minutes of the June 16 meeting.

The Chair requested discussion on response to a June neighborhood meeting at the Doddway shopping center regarding crime and traffic concerns on Manomin Avenue. Both the Public Works Director and Police Chief had included analysis of these concerns within the agenda materials. Additionally, the Police Chief provided a crime report, accident data and results from a traffic study at the table.

The report from the Public Works Director noted that traffic counts of 829 vehicles per day were within the standard for a residential street of less than 1000. Further, that a recent speed study showed traffic at the 85 percentile was travelling at 26 mph and that crash data has not revealed accidents from 2018 to present. The Police Chief report noted additionally that statistics show that the area is not a high crime area compared to the other five areas of the community. He did note that additional police reserve presence, speed monitoring had occurred, and that another speed study was currently in process in order to confirm or amend findings of the earlier study.

Committee members opined that from the data presented, the issue perhaps was one of perception more than reality and that addressing those perceptions would be of value.

The Committee briefly discussed the neighborhood meeting that had been held at Marthaler Park earlier in the week due to neighbor crime and litter concerns.

The Police Chief provided an update on July 21, 2020 Minnesota police reform legislative changes and the impacts of those changes upon the City operation. This legislation includes new regulations regarding an independent use of force investigations unit, the opportunity for residency requirements for police officers, use of force reporting and restrictions on types of use of force, prohibition against warrior style training, new complaints against officer data provision, Post Board licensing sanctions, crisis and autism training, duty to intercede mandates, and a change in grievance arbitration process. For the most part these new regulations do not affect West St. Paul operations but for data reporting and training. In the other areas West St. Paul policy has already aligned with legislative intent.

The Chair adjourned the meeting at 8:55 AM.

Respectfully Submitted,

Ryan Schroeder



City Council Report

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Char Stark, Finance Director**
Date: August 31, 2020

List of Claims

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$1,060,122.99

STAFF RECOMMENDATION:

Approve payment of the attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of August 31, 2020

PAYROLL CHECK REGISTER:

Payroll Period	8/10/20 - 8/23/20	
Date Paid	8/28/2020	
Direct Deposit		\$173,980.86

Payroll Period
Date Paid
Direct Deposit

TOTAL NET PAYROLL

\$173,980.86

DISBURSEMENT CHECK REGISTER:

Checks	132915 - 133027	\$631,230.42
EFTS	696 - 983	\$254,911.71

TOTAL DISBURSEMENT CHECKS

\$886,142.13

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$1,060,122.99

Payment Register

From Payment Date: 8/1/2020 - To Payment Date: 8/31/2020

Number	Date	Payee Name	Transaction Amount
AP-1 - Accounts Payable			
<u>Check</u>			
132915	08/20/2020	CHLIC-BLOOMFIELD EASC	\$3,189.47
132916	08/20/2020	DVS RENEWAL	\$25.25
132917	08/20/2020	FIDELITY SECURITY LIFE	\$214.98
132918	08/20/2020	LAW ENFORCEMENT LABOR SERVICES	\$1,860.00
132919	08/20/2020	MN BENEFIT ASSOCIATION	\$990.11
132920	08/20/2020	MN NCPERS LIFE INSURANCE	\$176.00
132921	08/20/2020	MN TEAMSTERS LOCAL #320	\$1,249.00
132922	08/20/2020	SUN LIFE FINANCIAL	\$2,808.92
132923	08/28/2020	METROPOLITAN COUNCIL	\$14,760.90
132924	08/28/2020	METROPOLITAN COUNCIL	\$19,681.20
132925	08/31/2020	A R I MECHANICAL	\$590.00
132926	08/31/2020	ABRAKADOODLE	\$540.00
132927	08/31/2020	ADVANTAGE SIGNS & GRAPHICS	\$265.86
132928	08/31/2020	AMAZON BUSINESS	\$184.29
132929	08/31/2020	AMERICAN LEGAL PUBLISHING	\$203.00
132930	08/31/2020	ANCHOR SOLAR INVESTMENTS	\$1,393.93
132931	08/31/2020	ANCOM COMMUNICATIONS	\$206.20
132932	08/31/2020	ANTHONY ELECTRIC	\$86.00
132933	08/31/2020	AUTOMATIC SYSTEMS	\$364.65
132934	08/31/2020	BATTERIES PLUS BULBS	\$207.00
132935	08/31/2020	BECKER ARENA PRODUCTS INC	\$668.55
132936	08/31/2020	BOLTON & MENK INC	\$246.00
132937	08/31/2020	BRKW APPRAISALS, INC	\$13,500.00
132938	08/31/2020	CAR WASH PARTNERS	\$156.90
132939	08/31/2020	CARLIN SALES CORPORATION	\$2,184.43
132940	08/31/2020	CENTURYLINK	\$643.41
132941	08/31/2020	CINTAS CORPORATION	\$56.12
132942	08/31/2020	COMCAST	\$228.68
132943	08/31/2020	COMMERCIAL RECREATION SPECIALISTS	\$391.00
132944	08/31/2020	CORPORATE MARK INC	\$105.00
132945	08/31/2020	CORVAL CONSTRUCTORS, INC	\$725.00
132946	08/31/2020	CRAWFORD DOOR SALES	\$289.00
132947	08/31/2020	CUB FOODS - WEST ST PAUL	\$60.37
132948	08/31/2020	DAKOTA COUNTY FINANCIAL SERV	\$4,545.63
132949	08/31/2020	DAKOTA COUNTY TREASURE-AUDITOR	\$2,700.00
132950	08/31/2020	DANNER INC	\$120.00
132951	08/31/2020	DELL MARKETING	\$7,819.54
132952	08/31/2020	DG CENTRAL 1, LLC	\$1,731.15
132953	08/31/2020	EHLERS & ASSOCIATES	\$15,312.50
132954	08/31/2020	EMERGENCY AUTOMOTIVE TECH	\$2,469.78
132955	08/31/2020	FURY CHRYSLER/PLYMOUTH	\$319.09
132956	08/31/2020	GARTNER REFRIGERATION	\$534.00

Payment Register

From Payment Date: 8/1/2020 - To Payment Date: 8/31/2020

132957	08/31/2020	GENERAL SECURITY SERVICES	\$609.60
132958	08/31/2020	GERTENS GREENHOUSE	\$1,974.53
132959	08/31/2020	GOPHER STATE ONE-CALL	\$317.25
132960	08/31/2020	GRAFIX SHOPPE	\$1,050.00
132961	08/31/2020	GRAINGER INC	\$261.52
132962	08/31/2020	GRAYBAR	\$540.49
132963	08/31/2020	HOSE/CONVEYORS	\$13.70
132964	08/31/2020	KEY PRIME ROOFING & REMODELING	\$101.00
132965	08/31/2020	KIWANIS CLUB OF WEST ST PAUL	\$25.00
132966	08/31/2020	KOHL'S FOAM SYSTEMS	\$4,000.00
132967	08/31/2020	LANGUAGE LINE SERVICES	\$312.27
132968	08/31/2020	LAWSON PRODUCTS INC	\$602.64
132969	08/31/2020	LEVANDER, GILLEN & MILLER	\$37,625.10
132970	08/31/2020	LMCIT - CLAIMS	\$2,697.21
132971	08/31/2020	LMCIT - CLAIMS	\$697.56
132972	08/31/2020	LOGIS	\$4,456.65
132973	08/31/2020	M P C A	\$375.00
132974	08/31/2020	M T I DISTRIBUTING	\$602.86
132975	08/31/2020	MADISON ENERGY INVESTMENTS I LLC	\$11,317.77
132976	08/31/2020	MAPELLENTZ, JAMES & SARAH	\$648.00
132977	08/31/2020	MARCO TECHNOLOGIES LLC- LEASE PAYMENT	\$2,423.80
132978	08/31/2020	MAYER ARTS INC	\$1,620.00
132979	08/31/2020	MEADE, GARY	\$1,185.00
132980	08/31/2020	MENARDS	\$783.42
132981	08/31/2020	METROPOLITAN COUNCIL	\$181,986.26
132982	08/31/2020	MIKE MCPHILLIPS, INC	\$1,500.00
132983	08/31/2020	MN GLOVE	\$179.95
132984	08/31/2020	NAPA AUTO PARTS	\$87.62
132985	08/31/2020	NARDINI FIRE EQUIPMENT	\$1,063.50
132986	08/31/2020	NORTHLAND LINING INC	\$5,165.00
132987	08/31/2020	O'BRIEN/PATRICK & ELIZABETH	\$648.00
132988	08/31/2020	O'REILLY AUTOMOTIVE, INC	\$13.40
132989	08/31/2020	OFFICE DEPOT	\$140.44
132990	08/31/2020	OFFICE OF MNIT SERVICES	\$601.40
132991	08/31/2020	OVERLINE & SON, INC	\$57,616.24
132992	08/31/2020	PARKOS CONSTRUCTION CO INC	\$30,085.00
132993	08/31/2020	PROFESSIONAL WIRELESS COMM	\$2,334.00
132994	08/31/2020	QUALITY DENT REMOVAL, INC	\$250.00
132995	08/31/2020	R & R SPECIALTIES	\$142.50
132996	08/31/2020	RAINBOW TREECARE	\$26,868.60
132997	08/31/2020	REAL-TITE INC	\$147.55
132998	08/31/2020	ROTH STAFFING COMPANIES, LP	\$434.45
132999	08/31/2020	ROTO ROOTER	\$991.00
133000	08/31/2020	SAFETY SIGNS	\$234.90
133001	08/31/2020	SAM'S CLUB DIRECT	\$215.88
133002	08/31/2020	SCHMIDT, MATTHEW	\$56.00

Payment Register

From Payment Date: 8/1/2020 - To Payment Date: 8/31/2020

133003	08/31/2020	SFDMG, LLC	\$5,116.86
133004	08/31/2020	SHARROW LIFTING PRODUCTS	\$500.00
133005	08/31/2020	SHORT ELLIOTT HENDRICKSON, INC	\$5,455.52
133006	08/31/2020	SOS OFFICE FURNITURE	\$100,966.91
133007	08/31/2020	SOUTHVIEW GARDEN CENTER INC	\$208.00
133008	08/31/2020	SPEED PRINT INC	\$80.00
133009	08/31/2020	SPORTS UNLIMITED	\$2,475.00
133010	08/31/2020	SPORTSENGINE	\$780.00
133011	08/31/2020	SPRWS	\$10,950.90
133012	08/31/2020	ST PAUL PIONEER PRESS	\$449.35
133013	08/31/2020	ST PAUL/CITY OF	\$2,161.69
133014	08/31/2020	STANLEY ACCESS TECH LLC	\$222.75
133015	08/31/2020	STREICHER'S	\$165.95
133016	08/31/2020	TKDA	\$385.68
133017	08/31/2020	TOWMASTER	\$45.08
133018	08/31/2020	TWIN CITY FILTER SERVICE, INC	\$714.00
133019	08/31/2020	TWIN CITY JANITOR SUPPLY	\$253.56
133020	08/31/2020	TWIST OFFICE PRODUCTS	\$31.17
133021	08/31/2020	ULINE SHIPPING SUPPLIES	\$116.24
133022	08/31/2020	W L HALL CO	\$6,272.00
133023	08/31/2020	W W GOETSCH ASSOCIATES	\$275.00
133024	08/31/2020	WAMSTAD, DANIELLE	\$150.00
133025	08/31/2020	WASTE MANAGEMENT	\$3,133.79
133026	08/31/2020	WINDOW WORLD TWIN CITIES	\$76.00
133027	08/31/2020	WSB & ASSOCIATES	\$1,440.00

Type Check Totals:

\$631,230.42

EFT

969	08/17/2020	DEARBORN NATIONAL	\$713.81
970	08/17/2020	FURTHER	\$5,750.00
971	08/17/2020	I C M A RETIREMENT TRUST - ROTH	\$397.00
972	08/17/2020	I C M A RETIREMENT TRUST-457	\$7,350.01
973	08/17/2020	IRS - PR TAXES	\$54,274.08
974	08/17/2020	MII LIFE --- VEBA	\$2,914.02
975	08/17/2020	MN DEPT OF REVENUE - PR TAXES	\$10,817.06
976	08/17/2020	MSRS - 457	\$2,708.27
977	08/17/2020	MSRS HCSP	\$3,513.02
978	08/17/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	\$55,113.82
979	08/17/2020	I C M A	\$250.00
980	08/31/2020	MN STATE TREASURER	\$314.00
981	08/31/2020	BLUECROSS BLUESHIELD	\$103,646.03
982	08/31/2020	HIGHER STANDARDS INC	\$1,157.09
983	08/31/2020	US BANK CARDMEMBER SERVICES	\$5,993.50

Type EFT Totals:

\$254,911.71

TOTAL CHECKS & EFTS

\$886,142.13



City Council Report

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Char Stark, Finance Director**
Date: **August 31, 2020**

Acceptance of CARES ACT Financial Report for August

BACKGROUND INFORMATION:

A monthly reporting of expenditures eligible for funding under the CARES ACT is a requirement of the Federal government. This report is a financial report for the month of August. This report is the second financial report for the City of West St. Paul. Minnesota Management Budget (MMB) department of the State of Minnesota is in the process of revising the report previously used. The Federal government the grantor of the CARES ACT is requiring additional information. This new report replaces the report previously reported in July. This report will become available on Friday August 28. City staff will provide a copy of this report prior to Monday's council meeting. The report is due on September 9, which is before the City's council meeting in September. Thus, the rush to get the report before the City's governing body for acceptance before filing with MMB.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approval of the CARES ACT Financial report for August.

Attachment:

Financial report for August (Available by email on Monday August 31, 2020.)

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **August 31, 2020**

Accept Default Option of County CARES ACT Election Funding

BACKGROUND INFORMATION:

Enclosed, please find a Dakota County CARES ACT application to the State of Minnesota and a municipal agreement. Requested of Council is acceptance of the enclosed agreement, which includes acceptance of a default allocation of CARES funds, directed toward Election pandemic mitigation and response costs. This funding is in addition to prior CARES ACT distribution of funds to the City. The grant allocates \$8,047.10 to the City of West St. Paul under a non-negotiated (default) formula, which Staff supports.

Authorized Uses of the CARES Act Funding

The use of the CARES Act funds is restricted by both Federal and State law. State law outlines the broad categories for which the funds can be used, including:

- 1) Ensuring the health and safety of election officials and in-person voters, including the purchase of sanitation and disinfectant supplies;
- 2) Public outreach and preparations for implementing social distancing guidelines related to voting, including additional signs and staff;
- 3) Facilitation, support, and preparation for increased absentee voting, including voter education materials, printing, and postage;
- 4) Preparation of training materials and administration of additional training of local election officials;
- 5) Preparation of new polling place locations; and
- 6) Purchasing an electronic roster system meeting the technology requirements of Minnesota Statutes, section 201.225, subdivision 2, along with equipment necessary to support the system.

Currently, the City of West St. Paul has over 12,000 registered voters. We would anticipate that for the November General Election an estimate of 9,600 voters would submit ballots. We further anticipate that 5,500 of these voters may submit ballots by absentee, based upon the number submitting during the recent Primary. We project that the absentee ballots over the 45 workday period beginning September 18 will add over 900 hours of workload over that which would occur during an Election Day only event. We believe this increase in absentee balloting is due in large part to the pandemic and concerns regarding in-person balloting.

Currently, we do not have the technology, nor personnel, available to handle 900 additional hours of absentee balloting. Hence it would be the Staff intent, under category #3 above, that we allocate the CARES funding to pay for 80% of the cost of two laptop computers, software, and the staffing to operate the technology which facilitates and supports the increased absentee voting anticipated. Further,

we would intend to allocate funds for 80% of the cost of preparation and sanitation of polling locations. To the extent funds are available, we would further allocate toward preparation of outreach materials and/or other expenditures meeting the above noted grant categories.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

By motion, approve the enclosed municipal agreement for CARES ACT election funding, contingent upon receipt of the approved Dakota County/State of Minnesota CARES Act agreement.

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

RESOLUTION NO. 20-

**RESOLUTION ACCEPTING THE 2020 CARES ACT GRANT
COUNTY-MUNICIPALITY AGREEMENT AND
ACCEPTING THE DEFAULT OPTION OF THE
CARES ACT ELECTION FUNDING**

WHEREAS, the City of West St. Paul (“City”) is in acceptance of the 2020 CARES Act Grant County-Municipality Agreement and selects the default funds allocation between Dakota County (“County”) and the City; and

WHEREAS, the sum of \$8,047.10 will be provided by the County to the City under the CARES Act Grant to which the County is the Grantee; and

WHEREAS, the City acknowledges that it is subject to the provisions of paragraphs 1 through 5, 7 through 11 and 13 through 15 of the 2020 CARES Act Grant Agreement, as if it were the Grantee.

NOW, THEREFORE, BE IT RESOLVED that the West St. Paul City Council hereby accepts the 2020 CARES Act Grant County-Municipality Agreement and the default option of the CARES Act Election Funding in the amount of \$8,047.10.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

CARES Act Grant Application

In accordance with the requirements of Minnesota Laws 2020, Chapter 77

Minnesota Secretary of State Steve Simon

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Section A. Background and General Instructions

The Office of the Secretary of State (OSS) received funding through the 2020 CARES Act “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” Minnesota Laws 2020, Chapter 77, authorized the use of these funds within Minnesota, including allowing for distributing these funds to local governments for use consistent with the state and federal requirements.

A work group including members of the OSS staff, county representatives, and city representatives was tasked with determining a fair, equitable, and efficient way to allocate these funds to local governments through a grant-making process. The work group focused on allocation with these goals in mind:

1. Getting funds to counties/cities/towns directly to help with costs
2. Minimizing the complexity of the disbursement/reimbursement process
3. Sending out funds with direction on how to use and how to report back on use (and 20% match), avoiding a “reimbursement” process
4. Ensuring the state, counties, cities, and towns benefits equitably

The work group recommended, and the OSS adopted, a grant-making structure that provides a block-grant to Counties, with the instruction that Counties work with their municipalities to determine a fair, equitable, and mutually agreeable method for allocating the funds within the County and between municipalities. However, if a County and its encompassed municipalities cannot come to a mutual agreement, a default allocation mechanism is provided. Both the distribution of funds to Counties, and the default municipality distribution, are based on a formula using various election-related factors (see Section F for the allocation formula factors).

Application Process

The OSS has divided the CARES Act funding based on a variety of election-related factors. In order for a County to receive the CARES Act funding allocation, the County must do the following:

1. Complete and return the following materials to the OSS via email and hard copy:
 - a. County Application Information (Section B)

- b. County Certification (Section C)
 - c. A County Resolution Authorizing the Acceptance of Resources
2. Complete and return the grant agreement (the OSS will send this once application materials are received).

Distribution of Funds within the County

Once a County receives the CARES Act funding, the County must work with the municipalities within the County to determine a fair, equitable, and mutually agreeable method for allocating the funds within the County and between municipalities. If an agreement cannot be reached by **September 8, 2020**, the County must distribute the funds based on the default allocation (See Section G).

All Counties receiving CARES Act funds under this agreement must report the allocation of local funding within the County to the OSS by **September 15, 2020**. At the time of this report, Counties must also certify that they have written agreements with municipalities on the distribution, or that the County has utilized the default allocation.

Authorized Uses of the CARES Act Funding

The use of the CARES Act funds is restricted by both Federal and State law. State law outlines the broad categories for which the funds can be used, including:

- (1) ensuring the health and safety of election officials and in-person voters, including the purchase of sanitation and disinfectant supplies;
- (2) public outreach and preparations for implementing social distancing guidelines related to voting, including additional signs and staff;
- (3) facilitation, support, and preparation for increased absentee voting, including voter education materials, printing, and postage;
- (4) preparation of training materials and administration of additional training of local election officials;
- (5) preparation of new polling place locations; and
- (6) purchasing an electronic roster system meeting the technology requirements of Minnesota Statutes, section 201.225, subdivision 2, along with equipment necessary to support the system.

The enabling legislation also specifies that a political subdivision is eligible to use the funds for no more than 75 percent of the total cost of purchasing an electronic roster system and necessary support equipment, and no more than 80 percent of the total cost of any other authorized activities. The OSS will be providing an FAQ on authorized uses of these funds, and any jurisdictions with questions about an authorized use should contact Julie Strother (julie.strother@state.mn.us).

Reporting Requirements

Counties must report on the use of the funds allocated to the County, including the distribution and use by municipalities within the County by **November 16, 2020** (see reporting materials, Section D).

Section B. County Application

County Contact Information	
County Name:	
Name of Individual Submitting Application:	
Title of Individual Submitting Application:	
Address of Individual Submitting Application:	
E-Mail of Individual Submitting Application:	
Phone:	
Fax:	
Federal Tax ID of Jurisdiction:	
Grant Application	
Description of the purpose of the grant request, including intended use of the funds and expected COVID-19 election-related costs:	
Total Amount of Grant Request (cannot exceed the amount identified in Section F):	\$

Total Registered Voters Per Precinct within the County

Please attach a list of the total registered voters per precinct within the County.



Voter Registration Count by Precinct and School District

7/20/2020
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County-Dakota

Precinct	School District	Number of Voters
1010 APPLE VALLEY P-01	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1738
1020 APPLE VALLEY P-02	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1861
1030 APPLE VALLEY P-03	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1639
1040 APPLE VALLEY P-04	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2112
1050 APPLE VALLEY P-5A	191 BURNSVILLE	250
1050 APPLE VALLEY P-5A	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1616
1055 APPLE VALLEY P-5B	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2839
1060 APPLE VALLEY P-06	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1515
1070 APPLE VALLEY P-07	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2414
1080 APPLE VALLEY P-08	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2300
1090 APPLE VALLEY P-09	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2140
1100 APPLE VALLEY P-10	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2025
1110 APPLE VALLEY P-11	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2237
1120 APPLE VALLEY P-12	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2633
1130 APPLE VALLEY P-13	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2934
1140 APPLE VALLEY P-14	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2660
1150 APPLE VALLEY P-15	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1858
1210 BURNSVILLE P-01	191 BURNSVILLE	2458
1220 BURNSVILLE P-02	191 BURNSVILLE	2013
1230 BURNSVILLE P-03	191 BURNSVILLE	1917
1240 BURNSVILLE P-04	191 BURNSVILLE	2501
1250 BURNSVILLE P-05	191 BURNSVILLE	1677
1260 BURNSVILLE P-06	191 BURNSVILLE	2266
1270 BURNSVILLE P-07	191 BURNSVILLE	1928
1280 BURNSVILLE P-08	191 BURNSVILLE	3032
1280 BURNSVILLE P-08	196 ROSEMOUNT-APPLE VALLEY-EAGAN	68
1290 BURNSVILLE P-09	191 BURNSVILLE	1546
1290 BURNSVILLE P-09	196 ROSEMOUNT-APPLE VALLEY-EAGAN	58
1300 BURNSVILLE P-10	191 BURNSVILLE	2338
1300 BURNSVILLE P-10	196 ROSEMOUNT-APPLE VALLEY-EAGAN	15
1310 BURNSVILLE P-11	191 BURNSVILLE	1588
1310 BURNSVILLE P-11	194 LAKEVILLE	663
1320 BURNSVILLE P-12	191 BURNSVILLE	867
1320 BURNSVILLE P-12	196 ROSEMOUNT-APPLE VALLEY-EAGAN	971
1330 BURNSVILLE P-13	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2555
1340 BURNSVILLE P-14	191 BURNSVILLE	10
1340 BURNSVILLE P-14	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2301
1350 BURNSVILLE P-15	194 LAKEVILLE	500
1350 BURNSVILLE P-15	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1957
1360 BURNSVILLE P-16	191 BURNSVILLE	381
1360 BURNSVILLE P-16	194 LAKEVILLE	1890
1360 BURNSVILLE P-16	196 ROSEMOUNT-APPLE VALLEY-EAGAN	0
1370 BURNSVILLE P-17	191 BURNSVILLE	1722

Voter Registration Count by Precinct and School District - County-Dakota

Precinct	School District	Number of Voters
1370 BURNSVILLE P-17	196 ROSEMOUNT-APPLE VALLEY-EAGAN	8
1410 CASTLE ROCK TWP	192 FARMINGTON	703
1410 CASTLE ROCK TWP	195 RANDOLPH	95
1410 CASTLE ROCK TWP	659 NORTHFIELD	115
1510 COATES	196 ROSEMOUNT-APPLE VALLEY-EAGAN	85
1610 DOUGLAS TWP	195 RANDOLPH	2
1610 DOUGLAS TWP	200 HASTINGS	377
1610 DOUGLAS TWP	252 CANNON FALLS	113
1710 EAGAN P-01	196 ROSEMOUNT-APPLE VALLEY-EAGAN	86
1710 EAGAN P-01	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	752
1720 EAGAN P-02	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	3269
1730 EAGAN P-03	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1758
1730 EAGAN P-03	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	418
1740 EAGAN P-04	191 BURNSVILLE	1993
1740 EAGAN P-04	196 ROSEMOUNT-APPLE VALLEY-EAGAN	809
1740 EAGAN P-04	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	8
1750 EAGAN P-5A	191 BURNSVILLE	1242
1750 EAGAN P-5A	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1599
1755 EAGAN P-5B	191 BURNSVILLE	1612
1755 EAGAN P-5B	196 ROSEMOUNT-APPLE VALLEY-EAGAN	619
1760 EAGAN P-6A	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1721
1760 EAGAN P-6A	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	372
1765 EAGAN P-6B	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2740
1770 EAGAN P-07	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2944
1780 EAGAN P-08	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2726
1790 EAGAN P-9A	191 BURNSVILLE	1069
1790 EAGAN P-9A	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1710
1795 EAGAN P-9B	191 BURNSVILLE	588
1795 EAGAN P-9B	196 ROSEMOUNT-APPLE VALLEY-EAGAN	596
1800 EAGAN P-10	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1682
1810 EAGAN P-11	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1492
1820 EAGAN P-12	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1348
1830 EAGAN P-13	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2495
1840 EAGAN P-14	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1868
1850 EAGAN P-15	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1796
1860 EAGAN P-16	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2818
1870 EAGAN P-17	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1921
2010 EMPIRE TWP	192 FARMINGTON	1767
2010 EMPIRE TWP	196 ROSEMOUNT-APPLE VALLEY-EAGAN	74
2110 EUREKA TWP	192 FARMINGTON	280
2110 EUREKA TWP	194 LAKEVILLE	631
2110 EUREKA TWP	659 NORTHFIELD	112
2210 FARMINGTON P-1	192 FARMINGTON	1122
2220 FARMINGTON P-2	192 FARMINGTON	2750
2230 FARMINGTON P-3	192 FARMINGTON	1950
2240 FARMINGTON P-4	192 FARMINGTON	2910
2250 FARMINGTON P-5	192 FARMINGTON	2420
2250 FARMINGTON P-5	196 ROSEMOUNT-APPLE VALLEY-EAGAN	0
2260 FARMINGTON P-6	192 FARMINGTON	1970
2310 GREENVALE TWP	659 NORTHFIELD	580

Voter Registration Count by Precinct and School District - County-Dakota

Precinct	School District	Number of Voters
2410 HAMPTON CITY	195 RANDOLPH	1
2410 HAMPTON CITY	200 HASTINGS	385
2510 HAMPTON TWP	192 FARMINGTON	9
2510 HAMPTON TWP	195 RANDOLPH	341
2510 HAMPTON TWP	200 HASTINGS	249
2610 HASTINGS W-1 P-2	200 HASTINGS	1783
2620 HASTINGS W-1 P-3	200 HASTINGS	1701
2630 HASTINGS W-2 P-1	200 HASTINGS	1525
2635 HASTINGS W-2 P-2	200 HASTINGS	1732
2640 HASTINGS W-3 P-1	200 HASTINGS	1825
2645 HASTINGS W-3 P-2	200 HASTINGS	1672
2650 HASTINGS W-4 P-1	200 HASTINGS	1954
2660 HASTINGS W-4 P-2	200 HASTINGS	1621
2710 INVER GROVE HTS P-01	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1029
2710 INVER GROVE HTS P-01	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	11
2710 INVER GROVE HTS P-01	199 INVER GROVE HEIGHTS	1444
2720 INVER GROVE HTS P-02	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2195
2720 INVER GROVE HTS P-02	199 INVER GROVE HEIGHTS	9
2730 INVER GROVE HTS P-03	196 ROSEMOUNT-APPLE VALLEY-EAGAN	733
2730 INVER GROVE HTS P-03	199 INVER GROVE HEIGHTS	1863
2740 INVER GROVE HTS P-04	199 INVER GROVE HEIGHTS	2579
2750 INVER GROVE HTS P-05	199 INVER GROVE HEIGHTS	2318
2760 INVER GROVE HTS P-06	199 INVER GROVE HEIGHTS	2042
2770 INVER GROVE HTS P-07	199 INVER GROVE HEIGHTS	1982
2780 INVER GROVE HTS P-08	199 INVER GROVE HEIGHTS	2231
2790 INVER GROVE HTS P-09	199 INVER GROVE HEIGHTS	1716
2800 INVER GROVE HTS P-10	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	9
2800 INVER GROVE HTS P-10	199 INVER GROVE HEIGHTS	1870
2910 LAKEVILLE P-01	192 FARMINGTON	455
2910 LAKEVILLE P-01	194 LAKEVILLE	2112
2920 LAKEVILLE P-02	194 LAKEVILLE	3768
2930 LAKEVILLE P-03	194 LAKEVILLE	2145
2940 LAKEVILLE P-04	194 LAKEVILLE	2199
2950 LAKEVILLE P-05	194 LAKEVILLE	2148
2960 LAKEVILLE P-06	194 LAKEVILLE	1936
2970 LAKEVILLE P-07	194 LAKEVILLE	2134
2980 LAKEVILLE P-08	194 LAKEVILLE	1905
2990 LAKEVILLE P-09	194 LAKEVILLE	2044
3000 LAKEVILLE P-10	194 LAKEVILLE	2232
3010 LAKEVILLE P-11	194 LAKEVILLE	2458
3020 LAKEVILLE P-12	194 LAKEVILLE	881
3020 LAKEVILLE P-12	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1391
3030 LAKEVILLE P-13	194 LAKEVILLE	2686
3040 LAKEVILLE P-14	192 FARMINGTON	1492
3040 LAKEVILLE P-14	194 LAKEVILLE	579
3040 LAKEVILLE P-14	196 ROSEMOUNT-APPLE VALLEY-EAGAN	240
3050 LAKEVILLE P-15	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2208
3060 LAKEVILLE P-16	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2444
3070 LAKEVILLE P-17	192 FARMINGTON	2798
3080 LAKEVILLE P-18	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1585

Voter Registration Count by Precinct and School District - County-Dakota

Precinct	School District	Number of Voters
3110 LILYDALE	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	796
3210 MARSHAN TWP	200 HASTINGS	827
3310 MENDOTA CITY	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	126
3410 MENDOTA HTS P-1	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1946
3420 MENDOTA HTS P-2	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1759
3430 MENDOTA HTS P-3	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1905
3440 MENDOTA HTS P-4	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1647
3450 MENDOTA HTS P-5	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1639
3510 MIESVILLE	200 HASTINGS	79
3610 NEW TRIER	200 HASTINGS	48
3710 NININGER TWP	200 HASTINGS	609
3810 NORTHFIELD W-3 P-2	659 NORTHFIELD	887
3910 RANDOLPH CITY	195 RANDOLPH	279
4010 RANDOLPH TWP	195 RANDOLPH	519
4010 RANDOLPH TWP	252 CANNON FALLS	0
4110 RAVENNA TWP	200 HASTINGS	1620
4210 ROSEMOUNT P-1	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2883
4220 ROSEMOUNT P-2	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2685
4220 ROSEMOUNT P-2	199 INVER GROVE HEIGHTS	30
4220 ROSEMOUNT P-2	200 HASTINGS	4
4230 ROSEMOUNT P-3	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2494
4240 ROSEMOUNT P-4	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1653
4250 ROSEMOUNT P-5	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1483
4260 ROSEMOUNT P-6	196 ROSEMOUNT-APPLE VALLEY-EAGAN	1658
4270 ROSEMOUNT P-7	196 ROSEMOUNT-APPLE VALLEY-EAGAN	2898
4310 SCIOTA TWP	195 RANDOLPH	220
4310 SCIOTA TWP	659 NORTHFIELD	79
4410 SOUTH ST PAUL P-1	6 SOUTH ST PAUL	2695
4420 SOUTH ST PAUL P-2	6 SOUTH ST PAUL	1666
4430 SOUTH ST PAUL P-3	199 INVER GROVE HEIGHTS	17
4430 SOUTH ST PAUL P-3	6 SOUTH ST PAUL	3089
4440 SOUTH ST PAUL P-4	6 SOUTH ST PAUL	843
4450 SOUTH ST PAUL P-5	199 INVER GROVE HEIGHTS	55
4450 SOUTH ST PAUL P-5	6 SOUTH ST PAUL	3617
4510 SUNFISH LAKE	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	406
4610 VERMILLION CITY	200 HASTINGS	294
4710 VERMILLION TWP	192 FARMINGTON	227
4710 VERMILLION TWP	196 ROSEMOUNT-APPLE VALLEY-EAGAN	43
4710 VERMILLION TWP	200 HASTINGS	576
4810 WATERFORD TWP	195 RANDOLPH	17
4810 WATERFORD TWP	659 NORTHFIELD	348
4910 WEST ST PAUL W-1 P-1	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	2356
4920 WEST ST PAUL W-1 P-2	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1324
4940 WEST ST PAUL W-2 P-1	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	2698
4950 WEST ST PAUL W-2 P-2	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1478

Voter Registration Count by Precinct and School District - County-Dakota

Precinct	School District	Number of Voters
4970 WEST ST PAUL W-3 P-1	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	1834
4980 WEST ST PAUL W-3 P-2	197 WEST ST. PAUL-MENDOTA HEIGHTS-EAGAN	2580

Total Number of Voters: 269713

Total Number of Records: 190

Section C. Certification

I certify that CARES Act Elections Grant funds will be used the County only for the purposes authorized in the federal CARES Act, as further restricted by Minnesota Laws 2020, Chapter 77.

I certify that I will work with the municipalities within the County to determine a fair, equitable, and mutually agreeable allocation of the funds within the County and between municipalities, and if an agreement cannot be reached, the funds will be distributed pursuant to the OSS identified default allocation.

I further certify that all information provided in this application is true and accurate.

County Name: _____

**Printed Name of Individual
Submitting Application:** _____

Title of Applicant: _____

Signature: _____ **Date:** _____

Please send the original application via mail and send an electronic copy. Our office will send you confirmation of receipt of your electronic application or paper application, whichever arrives to the OSS first.

Mail original applications to:

MN Secretary of State
Attention: Jenny Kurz
Retirement Systems of Minnesota Building
60 Empire Dr., Suite 100
Saint Paul, MN 55103

Email a copy of the application to:

Christine.Nelson@state.mn.us

Section D. Reporting Requirements

Reports must be submitted by November 16, 2020 to elections.dept@state.mn.us

Progress Narrative		
<p>The CARES Act requires that states submit a report after each primary and general election that includes a “full accounting of the State’s uses of the payments and an explanation of how such uses allowed the State to prevent, prepare for, and respond to coronavirus.” Please provide a narrative report that describes how you and the municipalities within your county used the funds to address the pandemic, the challenges you faced in responding to it, and how you are meeting the requirement of a local 20% funding match, or 25% local funding match for electronic rosters. Describe the major issues you and the municipalities within your county faced in dealing with the pandemic in the election cycle.</p>		
Amount Expended and Unliquidated Obligations		
	Grant Funds	Local Match
Voting Process Expenses: Including additional costs for printing and mailing ballots, ballot tracking software, high speed scanners and letter opening equipment, hardware and software associated with absentee ballot administration.		
Staffing: Additional poll workers, election office staff diverted to pandemic response, temporary staff.		
Security and Training: Security for additional absentee materials, pre- and post-election cleaning of polling places, staff and poll worker training on prevention processes.		
Communications: Notifying public of changes in registration, ballot request options, precautions, or voting procedures.		
Supplies: Additional supplies required in the polling place, absentee voting locations, cleaning supplies, masks, or other election-related and pandemic related supplies.		
Other (describe):		
Other (describe):		
TOTAL:		

Section E. County Allocation

County	Formula Alloc Amt for County/MCD Share per Agreement w/ MCD	Formula Amt to be Shared with MCDs in County if no Agreement w/ MCD	Resulting Amt for County Use
Totals	\$ 4,990,039.20	\$ 2,875,164.04	\$ 2,114,875.16
Aitkin	\$ 20,588.95	\$ 8,159.76	\$ 12,429.19
Anoka	\$ 272,782.08	\$ 182,066.65	\$ 90,715.43
Becker	\$ 36,098.76	\$ 19,563.75	\$ 16,535.01
Beltrami	\$ 39,429.43	\$ 18,781.02	\$ 20,648.41
Benton	\$ 26,454.30	\$ 14,048.43	\$ 12,405.87
Big Stone	\$ 6,198.30	\$ 1,036.54	\$ 5,161.76
Blue Earth	\$ 51,708.65	\$ 23,331.77	\$ 28,376.87
Brown	\$ 24,047.33	\$ 10,647.14	\$ 13,400.18
Carlton	\$ 31,684.30	\$ 15,395.00	\$ 16,289.31
Carver	\$ 85,912.07	\$ 45,179.39	\$ 40,732.68
Cass	\$ 27,765.02	\$ 9,552.78	\$ 18,212.24
Chippewa	\$ 12,198.49	\$ 5,241.51	\$ 6,956.98
Chisago	\$ 44,761.39	\$ 24,579.00	\$ 20,182.39
Clay	\$ 51,591.75	\$ 27,484.98	\$ 24,106.77
Clearwater	\$ 17,270.62	\$ 10,327.36	\$ 6,943.26
Cook	\$ 6,977.14	\$ 1,199.37	\$ 5,777.77
Cottonwood	\$ 21,166.29	\$ 13,159.41	\$ 8,006.88
Crow Wing	\$ 59,755.75	\$ 25,763.02	\$ 33,992.73
Dakota	\$ 354,248.62	\$ 195,877.54	\$ 158,371.09
Dodge	\$ 22,728.44	\$ 13,246.11	\$ 9,482.32
Douglas	\$ 39,495.29	\$ 17,775.21	\$ 21,720.08
Faribault	\$ 20,267.25	\$ 11,052.27	\$ 9,214.98
Fillmore	\$ 26,343.06	\$ 14,901.84	\$ 11,441.23
Freeborn	\$ 24,827.45	\$ 9,208.41	\$ 15,619.04
Goodhue	\$ 49,377.93	\$ 28,289.98	\$ 21,087.94
Grant	\$ 6,212.66	\$ 705.30	\$ 5,507.36
Hennepin	\$ 1,117,423.48	\$ 731,920.00	\$ 385,503.48
Houston	\$ 22,610.25	\$ 11,771.54	\$ 10,838.71
Hubbard	\$ 25,195.46	\$ 11,182.14	\$ 14,013.32
Isanti	\$ 32,936.36	\$ 18,095.40	\$ 14,840.96
Itasca	\$ 44,284.32	\$ 19,927.23	\$ 24,357.09
Jackson	\$ 13,125.04	\$ 5,978.60	\$ 7,146.44
Kanabec	\$ 19,642.65	\$ 11,491.78	\$ 8,150.87
Kandiyohi	\$ 47,074.65	\$ 26,652.58	\$ 20,422.07
Kittson	\$ 6,284.58	\$ 1,240.30	\$ 5,044.28
Koochiching	\$ 13,587.64	\$ 4,312.75	\$ 9,274.89
Lac Qui Parle	\$ 8,877.61	\$ 3,046.35	\$ 5,831.26
Lake	\$ 17,602.37	\$ 9,206.07	\$ 8,396.30
Lake Of The Woods	\$ 5,241.70	\$ 676.15	\$ 4,565.56
Le Sueur	\$ 22,089.68	\$ 9,852.85	\$ 12,236.83
Lincoln	\$ 14,820.62	\$ 9,165.02	\$ 5,655.60
Lyon	\$ 17,971.64	\$ 6,956.92	\$ 11,014.72

County	Formula Alloc Amt for County/MCD Share per Agreement w/ MCD	Formula Amt to be Shared with MCDs in County if no Agreement w/ MCD	Resulting Amt for County Use
Mahnomen	\$ 7,024.54	\$ 2,422.60	\$ 4,601.93
Marshall	\$ 8,624.73	\$ 1,150.82	\$ 7,473.91
Martin	\$ 23,352.21	\$ 12,272.85	\$ 11,079.36
Mcleod	\$ 26,596.10	\$ 13,042.99	\$ 13,553.10
Meeker	\$ 24,368.48	\$ 12,867.67	\$ 11,500.81
Mille Lacs	\$ 24,978.51	\$ 13,354.72	\$ 11,623.78
Morrison	\$ 29,758.17	\$ 13,292.64	\$ 16,465.53
Mower	\$ 32,217.34	\$ 16,069.02	\$ 16,148.32
Murray	\$ 13,821.12	\$ 6,812.62	\$ 7,008.50
Nicollet	\$ 27,493.79	\$ 11,444.68	\$ 16,049.11
Nobles	\$ 20,463.30	\$ 9,424.18	\$ 11,039.12
Norman	\$ 6,624.22	\$ 1,131.25	\$ 5,492.97
Olmsted	\$ 139,222.61	\$ 71,385.62	\$ 67,836.99
Otter Tail	\$ 78,904.02	\$ 49,305.95	\$ 29,598.06
Pennington	\$ 17,529.56	\$ 9,422.18	\$ 8,107.39
Pine	\$ 29,607.74	\$ 16,363.81	\$ 13,243.93
Pipestone	\$ 8,320.52	\$ 2,753.16	\$ 5,567.36
Polk	\$ 27,112.57	\$ 12,109.67	\$ 15,002.90
Pope	\$ 17,194.81	\$ 9,061.40	\$ 8,133.41
Ramsey	\$ 421,304.25	\$ 281,413.28	\$ 139,890.97
Red Lake	\$ 6,575.01	\$ 2,219.57	\$ 4,355.43
Redwood	\$ 31,316.28	\$ 20,436.40	\$ 10,879.88
Renville	\$ 25,067.80	\$ 15,630.05	\$ 9,437.75
Rice	\$ 54,515.92	\$ 32,082.42	\$ 22,433.50
Rock	\$ 9,537.43	\$ 3,538.67	\$ 5,998.75
Roseau	\$ 12,218.49	\$ 2,975.74	\$ 9,242.74
Scott	\$ 108,479.69	\$ 68,568.25	\$ 39,911.44
Sherburne	\$ 62,746.80	\$ 37,008.98	\$ 25,737.82
Sibley	\$ 13,689.12	\$ 5,168.39	\$ 8,520.73
St. Louis	\$ 192,765.61	\$ 123,660.78	\$ 69,104.83
Stearns	\$ 124,273.40	\$ 74,877.58	\$ 49,395.82
Steele	\$ 33,438.05	\$ 18,301.40	\$ 15,136.65
Stevens	\$ 10,055.93	\$ 3,455.74	\$ 6,600.19
Swift	\$ 10,013.59	\$ 3,479.61	\$ 6,533.98
Todd	\$ 32,668.95	\$ 20,840.27	\$ 11,828.68
Traverse	\$ 6,016.40	\$ 1,888.49	\$ 4,127.92
Wabasha	\$ 27,595.38	\$ 15,720.18	\$ 11,875.20
Wadena	\$ 18,927.29	\$ 11,078.82	\$ 7,848.47
Waseca	\$ 19,678.29	\$ 10,724.65	\$ 8,953.64
Washington	\$ 218,118.00	\$ 106,273.26	\$ 111,844.74
Watonwan	\$ 9,039.28	\$ 2,935.37	\$ 6,103.91
Wilkin	\$ 7,922.44	\$ 2,658.62	\$ 5,263.82
Winona	\$ 48,460.08	\$ 28,827.42	\$ 19,632.66
Wright	\$ 98,281.35	\$ 61,661.97	\$ 36,619.38
Yellow Medicine	\$ 15,460.67	\$ 8,001.08	\$ 7,459.59

Section F. Allocation Formula

County Block Grant Amount and City/Town Point-of-Reference Amount Factors

This is a high-level review of the calculation and factors considered by the work group in determining the county block grant amount and the city and town point-of-reference amounts. The concept is for the county block grant amount to be distributed by mutual agreement between the county and all the cities/townships within that county.

- \$8.32 million in CARES Act funding
 - 40% allocated to the OSS = \$3.33 million
 - 60% allocated to counties (and cities and townships) = \$4.99 million
- Of the \$4.99 million allocated to the counties (and cities and townships), it is distributed as follows and based on per-unit rates:
 - 2.5% is based on base allocation equally divided to each county = \$1,433.9193
 - 25.0% based on 2018 voter (Primary and General) count = \$0.3527 per voter
 - 20.0% based on 2018 General Absentee Voter count = \$1.7777 per voter
 - 20.0% is based on May 1 registered voter counts = \$0.2942 per voter
 - 20.0% is based on number of polling places = \$347.6168 per polling place
 - 2.5% is based on 2018 population = \$0.0222 per person
 - Precinct-based allocations equate to \$166.2221 per polling place precinct and \$27.3321 per mail ballot precinct
 - 10.0% is based on number of total precincts = \$121.4121 per precinct
 - 2.5% is based on number of polling place precincts = \$44.8100 additional per polling place precinct
 - -2.5% is based on number of mail ballot precincts = reduction of \$94.08 per mail ballot polling place

This results in a range of county block grants of \$5,241.70 to \$1,117,423.48. Median is \$24,827.45 and average is \$57,356.77.

- Of the \$4.99 million allocated to the counties (and cities and townships), the work group recommends the counties and their cities and townships work to distribute the county's block grant funding. If agreement cannot be reached, then the work group provides point-of-reference amounts for each city/township that operates an election day polling place. This totals \$2.875 million.
 - The original 60% county block allocation is split 20% county and 40% cities/townships. The county receives the funding for mail ballot precincts and for absentee voting (if they complete those tasks for the jurisdiction) the under this formula as well.
 - The same factors listed above apply.

This results in a range of distributions of \$30.82 to \$237,630.19. Median is \$589.66 and average is \$1,999.42.

After reducing the county block grant amount by the point-of-reference amounts as listed, the county remaining portions (totaling \$2.1 million) result in a range of \$4,127.92 to \$385,503.48. Median is \$11,623.78 and average is \$24,308.91.

Section G. Default Municipal Allocation

To be used if a mutual agreement between the cities and counties cannot be reached.

MCDs	Formula Alloc Amt
Totals	\$ 2,875,164.04
Aastad township	\$ 440.35
Acoma township	\$ 720.70
Acton township	\$ 485.86
Ada city	\$ 1,131.25
Adams city	\$ 596.22
Adams township	\$ 532.17
Adrian city	\$ 639.11
Afton city	\$ 2,552.93
Agram township	\$ 550.63
Aitkin city	\$ 913.81
Akeley city	\$ 482.18
Akron township	\$ 425.98
Alango township	\$ 456.27
Alaska township	\$ 441.49
Albany city	\$ 1,150.62
Albany township	\$ 636.47
Albert Lea city	\$ 7,189.89
Alberta township	\$ 588.17
Albertville city	\$ 3,369.74
Albion township	\$ 769.19
Alborn township	\$ 527.42
Alden township	\$ 448.21
Aldrich township	\$ 507.26
Alexandria city	\$ 6,119.55
Alta Vista township	\$ 438.19
Alton township	\$ 500.51
Altura city	\$ 492.44
Amador township	\$ 656.32
Amboy township	\$ 424.13
Amherst township	\$ 463.41
Amo township	\$ 419.21
Amor township	\$ 550.22
Andover city	\$ 16,327.55
Angora township	\$ 462.98
Ann Lake township	\$ 494.00
Ann township	\$ 433.28
Annandale city	\$ 1,237.07
Anoka city	\$ 9,180.31
Apple Valley city	\$ 31,456.38
Appleton city	\$ 705.58
Arbo township	\$ 666.22
Arco city	\$ 406.21
Arden Hills city	\$ 5,624.79
Arendahl township	\$ 477.30
Arlington city	\$ 924.58

Arlone township	\$ 476.51
Arna township	\$ 410.77
Arrowhead township	\$ 437.85
Arthur township	\$ 882.66
Ash Lake township	\$ 434.74
Ashland township	\$ 478.55
Ashley township	\$ 444.23
Athens township	\$ 951.73
Atkinson township	\$ 510.39
Atwater city	\$ 656.13
Audubon city	\$ 498.95
Audubon township	\$ 556.44
Ault township	\$ 422.61
Aurdal township	\$ 865.10
Aurora city	\$ 1,051.49
Aurora township	\$ 529.78
Austin city	\$ 7,777.36
Automba township	\$ 424.01
Avon city	\$ 923.49
Avon township	\$ 1,386.48
Babbitt city	\$ 1,002.89
Bagley city	\$ 646.80
Baldwin township	\$ 2,548.97
Balkan township	\$ 651.41
Balsam township	\$ 600.38
Bandon township	\$ 420.19
Barnesville city	\$ 1,795.18
Barnum township	\$ 742.42
Barry township	\$ 522.34
Bartlett township	\$ 483.90
Bassett township	\$ 397.01
Battle Lake city	\$ 645.04
Baudette city	\$ 676.15
Baxter city	\$ 4,073.40
Bayport city	\$ 1,143.57
Baytown township	\$ 1,095.04
Bear Creek township	\$ 421.52
Beatty township	\$ 559.67
Beaver Bay city	\$ 420.50
Beaver Bay township	\$ 912.36
Beaver Falls township	\$ 429.75
Beaver township	\$ 454.99
Becker city	\$ 1,495.11
Becker township	\$ 1,785.36
Bejou city	\$ 406.12
Belfast township	\$ 442.97
Belle Creek township	\$ 541.86
Belle Plaine city	\$ 2,155.32

Belle Plaine township	\$	666.55
Belle Prairie township	\$	568.42
Bellevue township	\$	715.27
Beltrami Co. Unorganized	\$	1,417.55
Belvidere township	\$	522.57
Belview city	\$	460.56
Bemidji city	\$	5,437.90
Bemidji township	\$	1,161.96
Bennington township	\$	424.03
Benson city	\$	1,694.43
Benton township	\$	614.87
Benville township	\$	404.78
Bertha city	\$	492.35
Bertha township	\$	460.69
Bethel city	\$	512.27
Big Lake city	\$	3,647.75
Big Lake township	\$	3,663.34
Bingham Lake city	\$	421.22
Birch Cooley township	\$	442.94
Birchdale township	\$	627.76
Birchwood Village city	\$	726.82
Bird Island city	\$	648.65
Bird Island township	\$	438.83
Biwabik city	\$	762.54
Biwabik township	\$	692.37
Black Hammer township	\$	463.65
Blackberry township	\$	652.30
Blackduck city	\$	530.27
Blackhoof township	\$	696.05
Blaine city	\$	35,022.48
Blakeley township	\$	525.74
Blomkest city	\$	436.47
Blooming Grove township	\$	566.02
Blooming Prairie city	\$	892.94
Blooming Prairie township	\$	504.81
Bloomington city	\$	41,902.17
Blowers township	\$	447.49
Blue Earth city	\$	1,915.80
Blue Earth City township	\$	505.37
Blue Hill township	\$	972.36
Blue Mounds township	\$	438.97
Blueberry township	\$	611.38
Bluffton city	\$	435.34
Bluffton township	\$	497.70
Bogus Brook township	\$	765.09
Bondin township	\$	472.49
Boon Lake township	\$	479.09
Borgholm township	\$	835.58
Bovey city	\$	595.05
Bradford township	\$	1,349.17
Braham city	\$	1,131.31
Brainerd city	\$	6,339.08
Brandon city	\$	521.77
Breckenridge city	\$	1,791.83
Breezy Point city	\$	1,223.64

Breitung township	\$	599.77
Bremen township	\$	452.24
Brevator township	\$	708.55
Bricelyn city	\$	473.92
Bridgewater township	\$	1,029.28
Bristol township	\$	455.33
Brockway township	\$	1,228.08
Brook Park township	\$	486.20
Brookfield township	\$	423.96
Brooklyn Center city	\$	19,827.07
Brooklyn Park city	\$	32,545.26
Brooks city	\$	412.21
Brookston city	\$	400.82
Brookville township	\$	433.39
Brooten city	\$	278.61
Browerville city	\$	539.36
Brownsdale city	\$	563.63
Brownston city	\$	551.32
Bruce township	\$	523.54
Brunswick township	\$	738.78
Brush Creek township	\$	439.90
Buffalo city	\$	6,753.26
Buffalo Lake city	\$	507.91
Buffalo township	\$	977.32
Buhl city	\$	703.49
Bullard township	\$	437.57
Burbank township	\$	524.77
Burleene township	\$	468.56
Burlington township	\$	805.31
Burnhamville township	\$	588.48
Burnsville city	\$	23,006.37
Burton township	\$	424.94
Burtrum city	\$	405.61
Buse township	\$	523.69
Butler township	\$	460.89
Byron city	\$	960.30
Byron township	\$	447.05
Cairo township	\$	438.54
Caledonia city	\$	1,411.20
Cambridge city	\$	3,047.06
Cambridge township	\$	1,106.38
Camden township	\$	651.08
Cameron township	\$	413.31
Camp 5 township	\$	393.32
Camp Release township	\$	461.17
Camp township	\$	436.84
Canby city	\$	775.48
Candor township	\$	572.31
Canisteo township	\$	578.24
Cannon City township	\$	732.78
Cannon Falls city	\$	1,964.17
Cannon Falls township	\$	729.59
Canosia township	\$	1,089.23
Carimona township	\$	479.17
Carlisle township	\$	430.81

Carlos city	\$	513.71
Carlos township	\$	1,101.10
Carlton city	\$	660.84
Carrolton township	\$	496.66
Carson township	\$	467.60
Carsonville township	\$	445.71
Carver city	\$	1,687.62
Cascade township	\$	2,349.16
Cass Lake city	\$	556.12
Castle Rock township	\$	794.72
Cedar Lake township	\$	1,321.36
Cedar Valley township	\$	447.52
Center City city	\$	603.14
Center Creek township	\$	438.28
Centerville city	\$	2,036.85
Ceylon city	\$	471.61
Champlin city	\$	9,186.03
Chandler city	\$	447.36
Chanhassen city	\$	11,220.45
Charlestown township	\$	431.58
Chaska city	\$	8,621.84
Chatfield city	\$	1,455.41
Chatfield township	\$	539.13
Chatham township	\$	822.68
Chengwatana township	\$	633.90
Cherry Grove township	\$	486.47
Cherry township	\$	646.77
Chester township	\$	489.91
Chisago City city	\$	2,017.63
Chisago Lake township	\$	2,285.79
Chisholm city	\$	2,118.13
Circle Pines city	\$	2,990.83
Clara City city	\$	759.41
Claremont city	\$	478.68
Claremont township	\$	504.50
Clarissa city	\$	534.99
Clark township	\$	423.03
Clarkfield city	\$	572.36
Clear Lake city	\$	518.00
Clear Lake township	\$	918.14
Clearbrook city	\$	505.31
Clearwater city	\$	1,178.13
Clearwater township	\$	811.12
Clements city	\$	416.50
Cleveland city	\$	639.11
Cleveland township	\$	676.01
Clinton Falls township	\$	508.62
Clinton township	\$	661.21
Clitherall city	\$	399.90
Clitherall township	\$	562.39
Cloquet city	\$	5,497.64
Clover township	\$	1,348.83
Cohasset city	\$	1,321.83
Cokato city	\$	1,084.16
Cokato township	\$	772.70

Cold Spring city	\$	1,719.74
Coleraine city	\$	953.85
Colfax township	\$	561.12
Collegeville township	\$	662.02
Collinwood township	\$	729.41
Cologne city	\$	892.42
Columbia Heights city	\$	10,783.90
Columbia township	\$	503.97
Columbus city	\$	2,400.40
Colvin township	\$	494.89
Comfort township	\$	681.57
Comfrey city	\$	844.39
Compton township	\$	555.43
Concord township	\$	549.50
Cook city	\$	601.97
Coon Rapids city	\$	31,526.82
Copley township	\$	600.11
Corcoran city	\$	6,118.87
Corinna township	\$	1,214.60
Corliss township	\$	542.61
Cormorant township	\$	725.53
Cottage Grove city	\$	12,788.41
Cotton township	\$	552.31
Cottonwood city	\$	689.60
Courtland city	\$	585.53
Crane Lake township	\$	425.42
Credit River township	\$	2,069.10
Crooked Creek township	\$	451.93
Crooks township	\$	436.60
Crookston city	\$	3,660.33
Crosby city	\$	1,002.43
Crosby township	\$	409.69
Crosslake city	\$	1,238.56
Crow Wing township	\$	1,306.07
Crystal city	\$	11,093.33
Culver township	\$	452.53
Daggett Brook township	\$	539.43
Dahlgren township	\$	1,132.41
Dailey township	\$	439.13
Dakota city	\$	474.29
Dalbo township	\$	589.89
Dale township	\$	426.40
Dalton city	\$	452.90
Dane Prairie township	\$	685.97
Darwin city	\$	471.08
Dassel city	\$	768.75
Dassel township	\$	854.46
Dawson city	\$	827.94
Dayton city	\$	3,538.11
Dead Lake township	\$	537.58
Decoria township	\$	715.73
Deephaven city	\$	14,823.03
Deer Creek city	\$	452.87
Deer Creek township	\$	473.81
Deer River city	\$	951.56

Deer River township	\$	943.75
Deerfield township	\$	540.72
Deerwood township	\$	862.41
Delafield township	\$	457.07
Delano city	\$	3,031.21
Delavan city	\$	428.04
Delavan township	\$	474.35
Delhi city	\$	396.41
Delhi township	\$	461.92
Dell Grove township	\$	586.41
Dellwood city	\$	792.88
Denmark township	\$	976.14
Dennison city	\$	227.62
Dent city	\$	425.70
Des Moines River township	\$	423.80
Des Moines township	\$	458.72
Detroit Lakes city	\$	3,471.12
Detroit township	\$	1,654.76
Dewald township	\$	468.90
Dexter city	\$	472.95
Dexter township	\$	465.94
Diamond Lake township	\$	426.55
Dilworth city	\$	1,466.54
Dodge Center city	\$	1,331.82
Dora township	\$	621.13
Douglas township	\$	603.70
Dover city	\$	569.27
Dover township	\$	491.05
Dovray township	\$	430.41
Dovre township	\$	1,105.05
Drammen township	\$	408.58
Dresbach township	\$	534.39
Dryden township	\$	468.48
Duluth city	\$	45,027.34
Duluth township	\$	1,080.15
Dunbar township	\$	448.97
Dundas city	\$	837.87
Dunn township	\$	671.46
Dunnell city	\$	419.82
Eagan city	\$	27,764.93
Eagle Bend city	\$	500.28
Eagle Lake city	\$	1,165.94
Eagle Lake township	\$	518.37
Eagle Valley township	\$	487.04
East Bethel city	\$	5,128.27
East Grand Forks city	\$	4,407.91
East Gull Lake city	\$	977.57
East Lake Lillian township	\$	429.63
East Side township	\$	594.42
Eastern township	\$	458.42
Echo city	\$	441.77
Eckles township	\$	767.23
Eddy township	\$	468.48
Eden Lake township	\$	825.61
Eden Prairie city	\$	40,291.20

Eden Valley city	\$	959.72
Edgerton city	\$	712.64
Edina city	\$	25,822.31
Edna township	\$	668.79
Edwards township	\$	458.97
Effington township	\$	457.23
Eglon township	\$	561.54
Eitzen city	\$	455.37
Elba city	\$	421.21
Elba township	\$	477.95
Elbow Lake city	\$	705.30
Elgin city	\$	645.34
Elgin township	\$	581.50
Elizabeth city	\$	422.71
Elizabeth township	\$	631.49
Elk River city	\$	12,339.97
Elko New Market city	\$	1,560.38
Elkton township	\$	474.29
Ellington township	\$	454.90
Ellsburg township	\$	457.16
Elmdale township	\$	649.26
Elmer township	\$	420.66
Elmira township	\$	492.46
Elmo township	\$	459.54
Elmore township	\$	433.38
Elmwood township	\$	498.43
Ely city	\$	1,907.59
Elysian city	\$	310.88
Elysian township	\$	743.82
Embarrass township	\$	595.77
Emerald township	\$	453.60
Emily city	\$	683.55
Empire township	\$	1,195.51
Erhard city	\$	411.69
Erhards Grove township	\$	509.15
Ericson township	\$	441.44
Erie township	\$	895.90
Erin township	\$	645.69
Eureka township	\$	841.31
Evansville city	\$	543.75
Evansville township	\$	453.63
Eveleth city	\$	1,923.18
Everts township	\$	668.84
Excelsior city	\$	6,341.63
Eyota city	\$	896.87
Eyota township	\$	532.03
Fahlun township	\$	493.57
Fair Haven township	\$	830.33
Fairbanks township	\$	413.55
Fairfax city	\$	660.32
Fairmont city	\$	5,262.33
Fairview township	\$	670.73
Falcon Heights city	\$	3,126.37
Falk township	\$	434.22
Fall Lake township	\$	646.40

Farden township	\$ 1,039.52
Faribault city	\$ 6,247.18
Farm Island township	\$ 768.50
Farmington city	\$ 7,828.00
Farmington township	\$ 505.94
Fawn Lake township	\$ 522.20
Fayal township	\$ 1,107.05
Featherstone township	\$ 641.82
Felton city	\$ 430.08
Fergus Falls city	\$ 6,805.14
Fergus Falls township	\$ 588.78
Fern township	\$ 463.92
Fertile city	\$ 582.46
Field township	\$ 501.78
Fifty Lakes city	\$ 567.98
Fillmore township	\$ 525.59
Fine Lakes township	\$ 424.56
Finlayson township	\$ 501.31
Fish Lake township	\$ 1,046.12
Fleming township	\$ 500.22
Flora township	\$ 438.59
Florence township	\$ 903.94
Florida township	\$ 413.53
Flowing township	\$ 408.01
Folden township	\$ 463.84
Foley city	\$ 940.44
Forada city	\$ 438.36
Ford township	\$ 441.07
Forest Lake city	\$ 7,478.80
Forest Prairie township	\$ 626.02
Forest township	\$ 797.92
Foreston city	\$ 499.67
Forestville township	\$ 492.22
Fort Ripley township	\$ 680.48
Fort Snelling Unorganized	\$ 449.85
Fortier township	\$ 404.23
Fosston city	\$ 719.09
Foster township	\$ 458.08
Franconia township	\$ 930.75
Franklin city	\$ 481.39
Franklin township	\$ 1,272.97
Frazee city	\$ 654.96
Fredenberg township	\$ 901.36
Freedom township	\$ 481.44
Freeman township	\$ 523.89
Freeport city	\$ 558.25
Fremont township	\$ 474.66
French Lake township	\$ 739.55
French township	\$ 604.83
Friberg township	\$ 620.54
Fridley city	\$ 14,192.74
Friendship township	\$ 446.61
Frohn township	\$ 839.90
Frost city	\$ 431.61
Fulda city	\$ 769.33

Gales township	\$ 418.07
Garfield city	\$ 457.80
Garrison township	\$ 665.77
Gaylord city	\$ 896.18
Gem Lake city	\$ 586.68
Genessee township	\$ 502.52
Georgetown township	\$ 416.75
Germania township	\$ 468.19
Germantown township	\$ 782.93
Gibbon city	\$ 570.71
Gilbert city	\$ 1,051.86
Gillford township	\$ 513.32
Gilmanton township	\$ 618.39
Girard township	\$ 653.59
Glasgow township	\$ 453.50
Glencoe city	\$ 2,742.34
Glendorado township	\$ 601.00
Glenwood city	\$ 1,422.22
Glenwood township	\$ 721.71
Glyndon city	\$ 679.40
Glyndon township	\$ 476.44
Gnesen township	\$ 980.58
Golden Valley city	\$ 11,544.26
Gonvick city	\$ 453.33
Goodhue city	\$ 668.49
Goodhue township	\$ 543.28
Goodland township	\$ 537.28
Goodview city	\$ 2,111.43
Gordon township	\$ 577.63
Gorman township	\$ 517.98
Graceville city	\$ 556.28
Graham township	\$ 542.54
Granada city	\$ 453.74
Grand Lake township	\$ 1,246.11
Grand Marais city	\$ 1,199.37
Grand Meadow city	\$ 655.85
Grand Rapids city	\$ 4,431.35
Granite Falls city	\$ 1,449.55
Granite Falls township	\$ 802.07
Granite Ledge township	\$ 588.37
Granite Rock township	\$ 435.44
Granite township	\$ 511.25
Grant city	\$ 1,842.45
Grant Valley township	\$ 934.24
Grass Lake township	\$ 637.56
Grasston city	\$ 414.33
Great Bend township	\$ 479.09
Great Scott township	\$ 518.11
Green Lake township	\$ 914.49
Green Valley township	\$ 481.51
Greenbush city	\$ 598.10
Greenbush township	\$ 713.18
Greenfield city	\$ 1,435.91
Greenfield township	\$ 803.94
Greenleaf township	\$ 595.80

Greenvale township	\$	647.19
Greenwood city	\$	671.15
Greenwood township	\$	1,164.86
Grey Cloud Island township	\$	481.71
Grey Eagle city	\$	463.41
Grey Eagle township	\$	569.46
Grove City city	\$	512.79
Grove Lake township	\$	461.47
Guthrie township	\$	539.59
Hagali township	\$	480.10
Halden township	\$	422.99
Hallock city	\$	659.29
Ham Lake city	\$	8,754.94
Hamburg city	\$	526.70
Hammer township	\$	433.57
Hampton city	\$	540.96
Hampton township	\$	651.04
Hancock township	\$	480.53
Hanover city	\$	1,896.25
Hansonville township	\$	406.69
Harmony city	\$	678.36
Harmony township	\$	468.13
Harris city	\$	700.42
Harris township	\$	1,492.33
Harrison township	\$	562.15
Hart Lake township	\$	878.03
Hart township	\$	463.69
Hartford township	\$	534.43
Hastings city	\$	14,337.21
Havana township	\$	553.65
Haven township	\$	1,002.83
Haverhill township	\$	881.16
Hawk Creek township	\$	444.92
Hawley city	\$	904.52
Hay Brook township	\$	449.68
Hay Creek township	\$	688.76
Hayfield city	\$	700.13
Hayfield township	\$	520.21
Hayward township	\$	495.36
Hector city	\$	621.08
Height of Land township	\$	572.62
Helena township	\$	940.96
Henderson city	\$	646.28
Hendricks city	\$	538.14
Hendricks township	\$	441.98
Henning city	\$	595.09
Henning township	\$	490.29
Henrietta township	\$	853.27
Henryville township	\$	429.37
Hermantown city	\$	5,144.23
Heron Lake city	\$	525.79
Hewitt city	\$	440.10
Hibbing city	\$	8,247.89
Hickory township	\$	404.93
High Forest township	\$	688.06

Highland township	\$	508.17
Highland township	\$	428.58
Highwater township	\$	429.53
Hillman township	\$	505.51
Hills city	\$	522.96
Hillsdale township	\$	528.86
Hilltop city	\$	511.49
Hinckley city	\$	727.43
Hinckley township	\$	584.36
Hines township	\$	567.37
Hobart township	\$	646.66
Hokah city	\$	537.70
Hokah township	\$	535.38
Holden township	\$	521.60
Holding township	\$	723.59
Holdingford city	\$	577.39
Holland township	\$	490.42
Hollywood township	\$	695.10
Holmes City township	\$	654.89
Holmesville township	\$	544.37
Holst township	\$	478.78
Holt township	\$	467.92
Homer township	\$	804.07
Homestead township	\$	474.88
Honner township	\$	396.90
Hope township	\$	453.50
Hopkins city	\$	10,081.79
Hornet township	\$	433.54
Houston city	\$	628.71
Houston township	\$	508.66
Howard Lake city	\$	866.88
Hoyt Lakes city	\$	1,172.98
Hubbard township	\$	616.42
Hugo city	\$	6,129.66
Huntersville township	\$	413.66
Hutchinson city	\$	5,753.69
Ideal township	\$	817.79
Independence city	\$	2,229.54
Industrial township	\$	594.59
Inman township	\$	449.87
International Falls city	\$	2,487.72
Inver Grove Heights city	\$	22,295.64
Iona city	\$	428.87
Iona township	\$	459.97
Iosco township	\$	568.06
Ironton city	\$	529.05
Irving township	\$	712.20
Isanti city	\$	2,243.34
Isanti township	\$	1,051.99
Isle city	\$	611.11
Isle Harbor township	\$	539.86
Itasca township	\$	425.67
Ivanhoe city	\$	549.76
Jackson city	\$	1,641.29
Jackson township	\$	703.88

Janesville city	\$	1,003.53
Janesville township	\$	547.73
Jeffers city	\$	452.68
Jefferson township	\$	412.24
Jevne township	\$	472.18
Johnsonville township	\$	408.12
Jordan city	\$	2,616.88
Jordan township	\$	481.74
Kabetogama township	\$	433.90
Kalmar township	\$	728.77
Kanabec township	\$	596.25
Kandiyohi city	\$	528.47
Kandiyohi township	\$	570.46
Kandota township	\$	604.04
Karlstad city	\$	581.01
Kasota city	\$	544.13
Kasson city	\$	2,694.65
Kathio township	\$	720.52
Keewatin city	\$	679.24
Kellogg city	\$	522.08
Kelsey township	\$	424.05
Kensington city	\$	455.49
Kenyon city	\$	891.19
Kenyon township	\$	491.62
Kerkhoven city	\$	564.90
Kiester city	\$	523.95
Kiester township	\$	448.56
Kilkenny township	\$	502.56
Kimball city	\$	566.43
Kingman township	\$	432.91
Kingston township	\$	735.40
Kinney city	\$	416.23
Kintire township	\$	431.20
Knife Lake township	\$	729.53
Koochiching Co. Unorganized	\$	929.00
Kragnes township	\$	464.00
Krain township	\$	626.22
Kroschel township	\$	443.92
Kugler township	\$	440.94
La Crescent city	\$	1,959.23
La Crescent township	\$	782.86
La Garde township	\$	426.48
La Prairie city	\$	578.18
La Prairie township	\$	445.66
Lake Andrew township	\$	766.89
Lake Benton city	\$	549.86
Lake Benton township	\$	436.95
Lake City city	\$	3,021.51
Lake Co. Unorganized	\$	2,188.92
Lake Crystal city	\$	1,039.52
Lake Elizabeth township	\$	437.19
Lake Elmo city	\$	4,014.39
Lake Eunice township	\$	842.37
Lake Fremont township	\$	433.03
Lake George township	\$	507.71

Lake Hattie township	\$	436.08
Lake Lillian township	\$	435.67
Lake Mary township	\$	767.49
Lake Park city	\$	543.11
Lake Park township	\$	518.08
Lake Sarah township	\$	513.05
Lake Shore city	\$	1,017.23
Lake St. Croix Beach city	\$	749.89
Lake Stay township	\$	423.99
Lake township	\$	516.35
Lake View township	\$	899.53
Lake Wilson city	\$	466.01
Lakefield city	\$	1,146.99
Lakeland city	\$	976.91
Lakeland Shores city	\$	495.88
Lakeport township	\$	1,001.29
Lakeside township	\$	1,007.18
Laketown township	\$	945.72
Lakeville city	\$	24,826.21
Lakewood township	\$	1,130.29
Lakin township	\$	494.20
Lamberton city	\$	586.83
Lamberton township	\$	437.63
Landfall city	\$	502.07
Lanesboro city	\$	658.63
Lauderdale city	\$	1,389.48
Lavell township	\$	470.49
Le Center city	\$	921.27
Le Ray township	\$	598.36
Le Roy city	\$	629.87
Le Roy township	\$	478.37
Le Sauk township	\$	863.29
Le Sueur city	\$	1,699.06
Leaf Lake township	\$	559.36
Leaf Mountain township	\$	471.43
Leaf River township	\$	851.82
Leaf Valley township	\$	540.13
Lee township	\$	397.99
Leiding township	\$	504.94
Lemond township	\$	529.42
Lengby city	\$	406.52
Lent township	\$	1,319.34
Leon township	\$	1,155.71
Leslie township	\$	563.19
Lester Prairie city	\$	812.20
Leven township	\$	556.34
Lewiston city	\$	749.85
Lexington city	\$	980.55
Lexington township	\$	623.79
Liberty township	\$	582.82
Lida township	\$	645.74
Lilydale city	\$	814.51
Limestone township	\$	427.36
Linden Grove township	\$	419.15
Lindstrom city	\$	1,828.54

Lino Lakes city	\$ 11,220.30
Linwood township	\$ 3,056.24
Lismore city	\$ 433.91
Lismore township	\$ 416.16
Litchfield city	\$ 3,344.30
Litchfield township	\$ 637.83
Little Canada city	\$ 5,685.42
Little Elk township	\$ 457.26
Little Falls city	\$ 3,297.38
Little Falls township	\$ 873.34
Little Sauk township	\$ 590.82
Livonia township	\$ 2,739.16
Lodi township	\$ 451.88
Lone Pine township	\$ 552.11
Long Beach city	\$ 510.62
Long Lake city	\$ 1,168.46
Long Prairie city	\$ 969.29
Long Prairie township	\$ 618.36
Lonsdale city	\$ 1,394.37
Loretto city	\$ 682.65
Louisville township	\$ 791.46
Lowry city	\$ 465.00
Lucan city	\$ 431.41
Luverne city	\$ 2,534.15
Lyle city	\$ 509.93
Lyle township	\$ 482.48
Lynden township	\$ 945.07
Lyons township	\$ 435.19
Mabel city	\$ 552.59
Macville township	\$ 430.32
Madelia city	\$ 848.99
Madison city	\$ 842.90
Madison Lake city	\$ 723.95
Mahnomen city	\$ 651.70
Mahtomedi city	\$ 3,436.59
Maine Prairie township	\$ 931.97
Maine township	\$ 613.17
Malmo township	\$ 494.96
Manannah township	\$ 520.06
Mankato city	\$ 16,172.46
Mantorville city	\$ 709.14
Mantorville township	\$ 940.10
Maple Grove city	\$ 40,466.78
Maple Grove township	\$ 1,090.94
Maple Lake city	\$ 954.21
Maple Lake township	\$ 1,417.25
Maple Plain city	\$ 1,151.61
Maple Ridge township	\$ 610.37
Maple township	\$ 488.10
Mapleton city	\$ 812.70
Maplewood city	\$ 20,552.90
Maplewood township	\$ 469.25
Marble township	\$ 423.25
Marcell township	\$ 536.54
Marine on St. Croix city	\$ 683.57

Marion township	\$ 1,929.61
Marsh Creek township	\$ 420.20
Marshall city	\$ 4,189.31
Marshan township	\$ 741.36
Marshfield township	\$ 440.72
Martin township	\$ 481.57
Martinsburg township	\$ 421.44
Marysville township	\$ 957.67
Maxwell township	\$ 431.29
May township	\$ 2,039.43
Mayer city	\$ 950.10
Mayhew Lake township	\$ 615.58
Maynard city	\$ 481.02
Mayville township	\$ 475.08
Maywood township	\$ 635.55
Mazeppa city	\$ 599.97
Mazeppa township	\$ 608.51
McDavitt township	\$ 532.22
McGregor township	\$ 409.95
Meadowlands city	\$ 406.76
Meadowlands township	\$ 480.41
Medford city	\$ 694.65
Medford township	\$ 531.69
Medicine Lake city	\$ 525.74
Medina city	\$ 4,062.54
Melrose city	\$ 1,387.22
Melville township	\$ 434.86
Menahga city	\$ 722.43
Mendota city	\$ 441.62
Mendota Heights city	\$ 6,281.41
Meriden township	\$ 559.76
Merton township	\$ 484.05
Middletown township	\$ 439.94
Middleville township	\$ 680.30
Midway township	\$ 1,316.06
Milaca city	\$ 1,131.65
Milaca township	\$ 820.51
Millerville township	\$ 491.21
Millwood township	\$ 673.57
Milo township	\$ 774.66
Milroy city	\$ 433.75
Milton township	\$ 600.05
Miltona city	\$ 488.50
Miltona township	\$ 676.37
Minden township	\$ 1,208.60
Minerva township	\$ 447.94
Minneapolis city	\$ 237,630.19
Minneola township	\$ 587.84
Minneota city	\$ 744.12
Minneota township	\$ 458.09
Minnesota Lake city	\$ 292.90
Minnesota Lake township	\$ 433.94
Minnetonka Beach city	\$ 778.28
Minnetonka city	\$ 40,203.27
Minnetrista city	\$ 5,357.81

Minnewaska township	\$	548.76
Mission Creek township	\$	519.08
Mission township	\$	679.16
Money Creek township	\$	557.23
Montevideo city	\$	2,072.07
Montgomery city	\$	1,159.24
Monticello city	\$	5,247.87
Monticello township	\$	1,313.69
Montrose city	\$	1,203.53
Moorhead city	\$	15,085.43
Moose Creek township	\$	456.97
Moose Lake city	\$	809.44
Moose Lake township	\$	677.24
Mora city	\$	1,218.25
Moran township	\$	534.87
Moranville township	\$	608.64
Morcom township	\$	407.83
Morgan city	\$	589.40
Morgan township	\$	444.41
Morken township	\$	439.97
Morrill township	\$	539.27
Morris city	\$	3,455.74
Morristown city	\$	631.87
Morristown township	\$	568.60
Morse township	\$	1,794.12
Morton city	\$	466.61
Motley city	\$	272.46
Mound city	\$	5,698.68
Mounds View city	\$	6,033.09
Mount Pleasant township	\$	501.02
Mountain Iron city	\$	1,912.65
Mountain Lake city	\$	916.43
Mountain Lake township	\$	458.92
Mud Lake Unorganized	\$	380.75
Munch township	\$	457.51
Nashwauk city	\$	657.80
Nashwauk township (balance)	\$	608.93
Nelson city	\$	424.08
Nerstrand city	\$	472.67
Nessel township	\$	1,003.44
New Avon township	\$	433.99
New Brighton city	\$	14,095.19
New Germany city	\$	488.47
New Hartford township	\$	631.32
New Haven township	\$	783.66
New Hope city	\$	11,728.74
New Independence township	\$	478.67
New London city	\$	753.56
New London township	\$	1,365.40
New Market township	\$	1,531.49
New Prague city	\$	2,792.44
New Richland city	\$	678.81
New Ulm city	\$	6,909.94
New York Mills city	\$	636.55
Newport city	\$	1,313.75

Newry township	\$	488.78
Newton township	\$	600.84
Nicollet city	\$	681.22
Nidaros township	\$	506.70
Nininger township	\$	665.96
Nisswa city	\$	1,115.27
Nokay Lake township	\$	644.12
Nora township	\$	940.61
Norden township	\$	481.48
Nordland township	\$	746.45
Norman township	\$	451.48
Normanna township	\$	633.45
North Branch city	\$	3,752.56
North Branch township	\$	916.61
North Germany township	\$	458.07
North Hero township	\$	422.42
North Mankato city	\$	5,781.55
North Oaks city	\$	3,931.48
North St. Paul city	\$	5,682.47
North Star township	\$	466.89
North township	\$	552.82
Northern township	\$	1,824.61
Northfield city	\$	12,415.20
Northfield township	\$	656.40
Northland township	\$	436.80
Northrop city	\$	436.56
Norton township	\$	519.60
Norway Lake township	\$	481.22
Norway township	\$	480.48
Norwegian Grove township	\$	473.95
Norwood Young America city	\$	1,340.41
Nowthen city	\$	2,547.89
Oak Grove city	\$	5,072.59
Oak Park Heights city	\$	10,300.67
Oak Valley township	\$	462.55
Oakdale city	\$	2,148.09
Ogema township	\$	459.26
Ogilvie city	\$	467.20
Olivia city	\$	986.44
Omro township	\$	413.54
Onamia city	\$	551.31
Onamia township	\$	518.31
Orange township	\$	476.39
Orion township	\$	541.83
Orono city	\$	6,259.91
Oronoco city	\$	841.03
Oronoco township	\$	1,086.46
Orr city	\$	459.00
Orrock township	\$	1,359.12
Orton township	\$	433.79
Ortonville city	\$	480.27
Orwell township	\$	435.47
Osage township	\$	597.04
Osakis city	\$	1,162.42
Osakis township	\$	568.29

Osceola township	\$	419.83
Oshkosh township	\$	442.28
Osseo city	\$	1,518.25
Otsego city	\$	6,719.94
Otter Tail township	\$	582.61
Ottertail city	\$	575.11
Otto township	\$	549.08
Owatonna city	\$	10,290.18
Owatonna township	\$	582.08
Oxford township	\$	672.85
Paddock township	\$	466.92
Page township	\$	581.82
Palmer township	\$	1,124.08
Palmyra township	\$	441.69
Park Rapids city	\$	1,690.92
Parke township	\$	545.79
Parkers Prairie city	\$	631.72
Parkers Prairie township	\$	494.68
Partridge township	\$	565.02
Paxton township	\$	532.19
Paynesville city	\$	1,143.43
Paynesville township	\$	823.47
Peace township	\$	658.15
Pease city	\$	437.26
Pelican Rapids city	\$	826.89
Pelican township	\$	571.05
Pembina township	\$	518.10
Penn township	\$	468.89
Pennock city	\$	491.64
Pepin township	\$	505.33
Pequawaywan township	\$	449.21
Pequot Lakes city	\$	1,060.85
Perch Lake township	\$	670.37
Perham city	\$	1,127.31
Perham township	\$	651.31
Petersburg township	\$	450.15
Pierz city	\$	723.71
Pike Bay township	\$	738.09
Pike Creek township	\$	672.59
Pike township	\$	527.23
Pillager city	\$	30.82
Pilot Mound township	\$	486.08
Pine City city	\$	1,088.69
Pine City township	\$	762.87
Pine Island city	\$	1,651.65
Pine Island township	\$	559.13
Pine Lake township	\$	1,628.21
Pine Point township	\$	427.13
Pine River city	\$	639.83
Pine River township	\$	657.62
Pine Springs city	\$	1,722.70
Pipestone city	\$	1,633.94
Plainview city	\$	1,557.38
Plainview township	\$	509.97
Pleasant Grove township	\$	615.58

Pleasant Hill township	\$	527.45
Pleasant Prairie township	\$	445.08
Plymouth city	\$	51,398.10
Pokegama township	\$	1,152.06
Polk Centre township	\$	397.64
Pomroy township	\$	491.74
Poplar River township	\$	408.86
Popple township	\$	519.48
Port Hope township	\$	606.39
Portage township	\$	439.09
Prairie View township	\$	440.80
Preston city	\$	742.98
Preston Lake township	\$	448.16
Princeton city	\$	763.35
Princeton township	\$	977.70
Prinsburg city	\$	557.84
Prior Lake city	\$	13,304.06
Proctor city	\$	1,297.62
Quamba city	\$	409.01
Queen township	\$	448.20
Quincy township	\$	469.09
Racine city	\$	488.77
Racine township	\$	512.04
Ramsey city	\$	12,834.20
Randall city	\$	532.21
Randolph city	\$	511.32
Randolph township	\$	614.43
Ranier city	\$	896.03
Rapidan township	\$	735.01
Ravenna township	\$	1,108.66
Raymond city	\$	592.38
Red Eye township	\$	517.45
Red Lake Falls city	\$	1,398.51
Red Rock township	\$	604.33
Red Wing city	\$	7,715.28
Redwood Falls city	\$	2,615.76
Redwood Falls township	\$	436.27
Regal city	\$	393.04
Reno township	\$	515.63
Renville city	\$	648.48
Revere city	\$	396.58
Reynolds township	\$	526.77
Rice city	\$	804.02
Rice Lake city	\$	2,045.89
Riceland township	\$	510.49
Richfield city	\$	18,919.98
Richmond city	\$	766.63
Richmond township	\$	586.51
Richville city	\$	397.99
Richwood township	\$	563.37
Ripley township	\$	429.06
Riverside township	\$	483.05
Riverton township	\$	511.53
Robbinsdale city	\$	8,080.67
Rochester city	\$	50,068.08

Rochester township	\$	2,094.65
Rock Creek city	\$	800.07
Rock Dell township	\$	590.72
Rockford city	\$	1,860.36
Rockford township	\$	1,423.78
Rocksbury township	\$	1,023.44
Rockville city	\$	1,105.82
Rockwood township	\$	1,007.25
Rogers city	\$	6,711.76
Rolling Forks township	\$	421.48
Rolling Green township	\$	457.29
Rollingstone city	\$	592.86
Rollingstone township	\$	582.89
Roosevelt township	\$	1,004.61
Roscoe township	\$	615.27
Rose Hill township	\$	422.58
Roseau city	\$	1,021.10
Rosemount city	\$	9,592.83
Roseville city	\$	22,123.80
Roseville township	\$	538.36
Rosewood township	\$	492.28
Round Lake city	\$	460.95
Round Prairie township	\$	541.62
Royal township	\$	424.26
Royalton city	\$	335.35
Royalton township	\$	692.70
Runeberg township	\$	498.67
Rush City city	\$	915.40
Rush Lake township	\$	700.72
Rushford city	\$	857.28
Rushford Village city	\$	634.89
Rushmore city	\$	484.82
Rushseba township	\$	624.31
Russell city	\$	473.36
Rutledge city	\$	425.92
Sabin city	\$	517.93
Sacred Heart city	\$	496.30
Sacred Heart township	\$	459.51
Salem township	\$	725.23
San Francisco township	\$	669.13
Sanborn city	\$	465.06
Sand Creek township	\$	855.73
Sanders township	\$	461.62
Sandstone city	\$	697.82
Sandstone township	\$	584.11
Sandy township	\$	502.31
Santiago township	\$	850.11
Sartell city	\$	8,948.73
Sauk Centre city	\$	1,650.65
Sauk Rapids city	\$	4,322.29
Sauk Rapids township	\$	556.20
Savage city	\$	15,377.48
Scambler township	\$	542.97
Scandia city	\$	2,822.36
Scandia Valley township	\$	840.78

Scanlon city	\$	668.21
Sciota township	\$	523.99
Seaforth city	\$	396.18
Sebeka city	\$	548.24
Seely township	\$	434.93
Selma township	\$	433.42
Severance township	\$	448.81
Shafer city	\$	640.38
Shafer township	\$	1,085.11
Shakopee city	\$	19,288.61
Shamrock township	\$	768.67
Shaokatan township	\$	441.75
Sharon township	\$	587.84
Sheldon township	\$	464.05
Shell Lake township	\$	472.39
Sherburn city	\$	661.16
Sheridan township	\$	429.83
Sherman township	\$	459.99
Shetek township	\$	485.54
Shevlin city	\$	415.79
Shevlin township	\$	497.42
Shieldsville township	\$	717.17
Shingobee township	\$	1,240.81
Shoreview city	\$	17,102.51
Shorewood city	\$	5,966.52
Silver Bay city	\$	1,313.17
Silver Creek township	\$	1,972.91
Silver Lake city	\$	581.63
Silver Lake township	\$	540.07
Silver Leaf township	\$	500.69
Silver township	\$	512.14
Silverton township	\$	428.24
Sinclair township	\$	429.46
Sioux Agency township	\$	446.50
Skelton township	\$	503.14
Skree township	\$	441.60
Slayton city	\$	1,021.45
Slayton township	\$	498.01
Sleepy Eye city	\$	1,612.15
Sletten township	\$	421.40
Smiley township	\$	528.67
Solem township	\$	453.86
Solway township	\$	1,005.68
Somerset township	\$	603.31
South Bend township	\$	768.75
South Branch township	\$	457.37
South Fork township	\$	592.71
South Harbor township	\$	611.63
South St. Paul city	\$	7,356.35
Southbrook township	\$	404.96
Southside township	\$	843.81
Sparta township	\$	634.65
Spencer Brook township	\$	877.75
Spicer city	\$	730.19
Spring Grove city	\$	696.05

Spring Lake Park city	\$	4,002.18
Spring Lake township	\$	1,514.17
Spring Park city	\$	1,445.21
Spring Prairie township	\$	450.69
Spring Valley city	\$	1,030.34
Spring Valley township	\$	541.19
Springdale township	\$	430.92
Springfield city	\$	1,280.67
Springfield township	\$	419.00
Springvale township	\$	837.21
Spruce Grove township	\$	473.31
St. Anthony city	\$	6,065.75
St. Augusta city	\$	1,649.09
St. Bonifacius city	\$	1,363.55
St. Charles city	\$	1,361.21
St. Charles township	\$	527.16
St. Clair city	\$	599.35
St. Cloud city	\$	31,627.65
St. Francis city	\$	2,983.83
St. George township	\$	716.52
St. James city	\$	1,629.01
St. Johns township	\$	496.95
St. Joseph city	\$	2,948.41
St. Joseph township	\$	732.89
St. Lawrence township	\$	552.63
St. Leo city	\$	405.64
St. Louis Co. Unorganized	\$	1,309.17
St. Louis Park city	\$	31,357.81
St. Marys Point city	\$	524.04
St. Mathias township	\$	565.81
St. Michael city	\$	8,161.31
St. Olaf township	\$	496.43
St. Paul city	\$	147,379.70
St. Paul Park city	\$	598.54
St. Peter city	\$	4,396.37
St. Stephen city	\$	631.13
St. Wendel township	\$	1,080.02
Stacy city	\$	763.60
Stanchfield township	\$	717.15
Stanford township	\$	1,058.49
Stanton township	\$	739.24
Staples city	\$	1,373.41
Staples township	\$	538.67
Star Lake township	\$	523.20
Star township	\$	410.21
Starbuck city	\$	712.38
Stewart city	\$	494.38
Stewartville city	\$	1,988.00
Stillwater city	\$	8,777.88
Stillwater township	\$	1,119.80
Stockholm township	\$	651.59
Stockton city	\$	577.05
Stoney Brook township	\$	460.67
Stony River township	\$	445.84
Storden city	\$	451.97

Storden township	\$	437.80
Stowe Prairie township	\$	504.13
Straight River township	\$	593.42
Sturgeon township	\$	431.28
Sugar Bush township	\$	524.12
Sullivan township	\$	420.69
Summit Lake township	\$	498.18
Summit township	\$	958.95
Sunburg city	\$	415.56
Sundown township	\$	427.34
Sunfish Lake city	\$	584.48
Sunrise township	\$	987.69
Sverdrup township	\$	604.77
Swan River township	\$	591.66
Swanville township	\$	521.61
Swede Grove township	\$	472.64
Swedes Forest township	\$	417.81
Sylvan township	\$	311.72
Taconite city	\$	931.59
Taylor Falls city	\$	696.87
Ten Lake township	\$	635.22
Thief River Falls city	\$	4,304.54
Thomastown township	\$	626.81
Thomson township	\$	1,956.90
Three Lakes township	\$	424.79
Tintah city	\$	397.37
Tintah township	\$	391.42
Todd township	\$	1,127.84
Toivola township	\$	441.63
Tonka Bay city	\$	1,305.70
Tordenskjold township	\$	547.97
Torning township	\$	514.70
Tower city	\$	918.02
Tracy city	\$	860.53
Transit township	\$	454.83
Trelipe township	\$	442.79
Trimont city	\$	578.05
Trondhjem township	\$	435.43
Trosky city	\$	406.57
Trout Lake township	\$	752.90
Troy township	\$	457.92
Truman city	\$	662.64
Tumuli township	\$	523.86
Turtle Creek township	\$	465.28
Turtle Lake township	\$	804.21
Twin Lakes township	\$	1,066.20
Two Harbors city	\$	2,484.86
Two Inlets township	\$	463.14
Two Rivers township	\$	603.24
Tyler city	\$	680.69
Ulen city	\$	496.17
Ulen township	\$	420.68
Underwood city	\$	490.44
Underwood township	\$	435.23
Union Grove township	\$	565.10

Urness township	\$	466.41
Utica city	\$	448.84
Utica township	\$	532.20
Vadnais Heights city	\$	7,329.79
Vail township	\$	443.68
Vasa township	\$	671.89
Verdi township	\$	411.85
Vergas city	\$	479.98
Vermillion Lake township	\$	498.76
Vermillion city	\$	514.74
Vermillion township	\$	738.13
Verndale city	\$	512.25
Vernon township	\$	577.09
Vesta city	\$	442.50
Vesta township	\$	432.00
Victor township	\$	711.18
Victoria city	\$	4,121.96
Villard city	\$	446.73
Villard township	\$	555.00
Vining city	\$	402.28
Viola township	\$	556.62
Virginia city	\$	4,678.88
Waasa township	\$	467.14
Wabana township	\$	575.43
Wabasha city	\$	1,834.72
Wabasso city	\$	554.10
Waconia city	\$	6,429.73
Waconia township	\$	778.69
Wacouta township	\$	542.36
Wadena city	\$	2,369.24
Wadena township	\$	637.88
Wagner township	\$	475.27
Wahkon city	\$	467.96
Waite Park city	\$	3,831.00
Walcott township	\$	674.14
Walden township	\$	426.35
Waldorf city	\$	436.61
Walker city	\$	670.18
Walnut Grove city	\$	528.66
Walters city	\$	398.41
Waltham city	\$	423.19
Wanamingo city	\$	668.83
Wanamingo township	\$	526.76
Wanda city	\$	403.56
Wang township	\$	460.63
Ward township	\$	515.85
Warren city	\$	770.07
Warren township	\$	553.36
Warroad city	\$	747.90
Warsaw township	\$	1,366.52
Waseca city	\$	4,211.51
Wasioja township	\$	626.10
Watab township	\$	1,310.75
Waterbury township	\$	429.41
Waterford township	\$	551.48

Watertown city	\$	1,549.75
Watertown township	\$	786.45
Waterville city	\$	843.24
Waterville township	\$	601.91
Watkins city	\$	588.45
Watopa township	\$	450.98
Waverly city	\$	814.59
Waverly township	\$	439.77
Wayzata city	\$	3,515.09
Webster township	\$	1,315.00
Welch township	\$	621.56
Welcome city	\$	573.44
Wellington township	\$	434.90
Wells city	\$	946.05
Wells township	\$	847.15
West Albany township	\$	488.96
West Concord city	\$	571.24
West Lakeland township	\$	1,745.68
West St. Paul city	\$	8,047.10
West Union city	\$	403.77
West Union township	\$	458.08
Westbrook city	\$	589.43
Westbrook township	\$	454.19
Westfield township	\$	502.16
Westline township	\$	428.33
Westport township	\$	445.76
Wheatland township	\$	759.03
Wheaton city	\$	1,099.70
Wheeling township	\$	556.33
White Bear Lake city	\$	13,708.05
White Bear Lake township	\$	523.62
White Bear township	\$	7,061.56
White Pine township	\$	393.13
White township (balance)	\$	1,318.86
Whited township	\$	639.86
Whitefield township	\$	531.99
Whitewater township	\$	437.41
Wilder city	\$	400.55
Wilkinson township	\$	487.30
Willernie city	\$	525.36
Williams township	\$	420.26
Willmar city	\$	8,196.10
Willmar township	\$	522.17
Willow Lake township	\$	436.28
Wilma township	\$	406.03
Wilmington township	\$	497.60
Wilson township	\$	722.28
Wilton township	\$	487.85
Windemere township	\$	913.66
Windom city	\$	2,501.62
Wing River township	\$	502.91
Winnebago city	\$	677.84
Winnebago City township	\$	432.64
Winnebago township	\$	444.70
Winona city	\$	12,196.65

Winsor township	\$	408.16
Winsted city	\$	917.85
Winthrop city	\$	758.52
Winton city	\$	435.04
Wisoy township	\$	497.80
Wolf Lake township	\$	454.47
Wood Lake city	\$	479.60
Woodbury city	\$	26,391.15
Woodland city	\$	655.43
Woodland township	\$	725.17
Woodside township	\$	984.44
Woodville township	\$	795.52
Worthington city	\$	6,022.16

Wuori township	\$	571.93
Wyanett township	\$	934.10
Wykeham township	\$	471.91
Wykoff city	\$	515.10
Wyoming city	\$	2,721.59
York township	\$	466.94
Young America township	\$	595.96
Yucatan township	\$	489.90
Zimmerman city	\$	2,044.69
Zumbro township	\$	607.72
Zumbrota city	\$	1,738.44
Zumbrota township	\$	573.20

STATE OF MINNESOTA
2020 CARES ACT GRANT COUNTY - MUNICIPALITY AGREEMENT

This Agreement (hereinafter “Agreement”) is made between Dakota County (“Grantee”) and the City of West St. Paul, Minnesota (“Municipality”).

Recitals

- 1 Under Minnesota Laws 2020, Chapter 77, section 4, Grantee applied for and received funds as requested in the grant application. Grantee entered into a Grant Agreement, which is attached as Exhibit A and incorporated into this Agreement as described in paragraph 1.3 below.
- 2 Grantee represented that it is duly qualified and agreed to perform all services described in that Agreement to the satisfaction of the State and in accordance with all federal and state laws authorizing these expenditures. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee and Municipality agree to minimize administrative costs as a condition of this grant.
- 3 Federal funds for this agreement are provided pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, hereinafter the CARES Act.
4. Grantee is responsible for elections within its county and Municipality operates polling places within its jurisdiction. Both are in need of funds to take the necessary steps to respond to coronavirus, domestically or internationally, for the 2020 election cycle.in a complete manner.
5. Municipality represents that it has insufficient resources to respond in a complete manner without the grant amount provided pursuant to this agreement.

Agreement

1 Effectiveness of Agreement

- 1.1 **Effective date:** July ____, 2020, or the date all required signatures, have been affixed to the agreement by Grantee and Municipality, whichever is later. No payments will be made to Grantee until this Agreement is fully approved and executed.
- 1.2 **Expiration date:** December 31, 2020, or when all funds applied for and provided to Municipality by Grantee have been expended, or returned to Grantee for transmission to the State pursuant to paragraph 4.4 of the Agreement between Grantee and State, whichever occurs first.
- 1.3 **Application of Terms.** Municipality agrees to be subject to the obligations applicable to Grantee in the Grant Agreement set forth in Exhibit A in the following paragraphs of that Agreement: paragraphs 1 through 5; 7 through 11; and 13 through 16.

2 Municipality’s Duties

Municipality is hereby awarded \$_____ from the funds provided by State to Grantee in the Grant Agreement set forth in Exhibit A, and will expend, no later than November 10~~6~~, 2020, the funds only for the federal and state purposes, in preparations for and the necessary events connected with the primary election to be held August 11, 2020 and the general election to be held November 3, 2020, at which federal offices are on the ballot, and will return all unspent grant funds to Grantee, as described in the Grant Application submitted by Grantee, which is attached as Exhibit B and incorporated into this Agreement, by December 15, 2020. Grantee shall submit, by November 10, 2020, a financial reporting form to the Grantee in the form Grantee must use to report grant expenditures to the State of Minnesota, stating the amount spent from this grant in calendar year 2020 for authorized expenses or electronic roster systems, a description of each expense or purchase, and how much of the grant award is unexpended and is being returned, if any, and the total of the proportionate match required by Minnesota Laws 2020, Chapter 77, section 4.

3. Authorized Representative

Grantee's Authorized Representative is [Name][Title][Physical/MailingAddress][Telephone Number][Email Address].

Municipality's Authorized Representative is:

Shirley Buecksler, City Clerk
City of West St. Paul
1616 Humboldt Ave
West St. Paul, MN 55118

Grant payment will be made to:

Federal ID Number: 41-6005639

If either Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, parties must notify each other of the change.

GRANTEE (County) *Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable resolutions or ordinances.*

By: _____
Signed: _____
Title: _____
Date: _____

MUNICIPALITY

Jurisdiction: **City of West St. Paul**

By: David J. Napier, Mayor
Signed: _____
Date: _____

By: Ryan Schroeder, City Manager
Signed: _____
Date: _____

Distribution: Grantee
Municipality

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Police Department**
Date: **August 31, 2020**

City Business and Liquor Licenses

BACKGROUND INFORMATION:

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

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

2020 Business Licenses – Background Required

Application for a Lease for Lawful Gambling Activity and Premises Permit Application. The Sibley Area Youth Hockey Association would like to conduct the following gambling activities: Pull-Tabs (paper), Pull-Tabs (paper) with dispensing device, Bar Bingo, Tipboards, Paddlewheel, Electronic Pull-Tabs, and Electronic Linked Bingo at Tapper's Pub, 879 Stryker Ave, West St. Paul, Minnesota.

FISCAL IMPACT:

Action	Fund	Department	Account	Amount
Background Fee	101	30000	34208	100.00
Total:				\$100.00

STAFF RECOMMENDATION:

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

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

RESOLUTION NO. 20-

**RESOLUTION CONCURRING WITH THE ISSUANCE OF A
MINNESOTA PREMISES PERMIT APPLICATION AND
LEASE FOR LAWFUL GAMBLING ACTIVITY FOR
SIBLEY AREA YOUTH HOCKEY ASSOCIATION AT
TAPPER'S PUB, 879 STRYKER AVENUE**

WHEREAS, Sibley Area Youth Hockey Association has made application to the Gambling Control Board for a Premises Permit and Lease for Lawful Gambling Activity at Tapper's Pub, 879 Stryker Avenue; and

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the West St. Paul City Council hereby concurs with the issuance of a Premises Permit Application and Lease for Lawful Gambling Activity by the Gambling Control Board to Sibley Area Youth Hockey Association to hold Lawful Gambling at Tapper's Pub, 879 Stryker Avenue, West St. Paul, Minnesota.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August, 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Police Department**
Date: **August 31, 2020**

Outdoor Live Entertainment

BACKGROUND INFORMATION:

The applicant for the Outdoor Live Entertainment scheduled for September 5th and 19th at 1700 Livingston Avenue withdrew their application.

They decided to have their event at an alternate location. Their payment was returned to them.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

No action requested.

To: **Mayor and City Council**
 Through: **Ryan Schroeder, City Manager**
 From: **Melissa Sonnek, City Planner**
 Date: **August 31, 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:

351 Schletty 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.

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Police Department**
Date: **August 31, 2020**

Declaration of Surplus Motor Vehicles

BACKGROUND INFORMATION:

The police department has two vehicles that most recently have been used for the Reserve Officer program. It has been determined that it would not be cost effective for the police department to retain these vehicles or transfer them to another City department for their use.

Two Marked Reserve Vehicles:

2011	Ford Crown Victoria	VIN/2FABP7BV8BX149398
2013	Ford Interceptor	VIN/1FM5K8AR8DGB08192

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

By approving of the proposed resolution, declare the above listed vehicles as surplus and authorize their sale at public auction, with any proceeds placed into the appropriate fund.

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

RESOLUTION NO. 20-

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

WHEREAS, certain City property is no longer needed and has no practical use for public service; as such, the below listed property should be offered for sale and/or disposal:

Vehicles:

2011	Ford Crown Victoria	VIN/2FABP7BV8BX149398
2013	Ford Interceptor	VIN/1FM5K8AR8DGB08192

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the above listed vehicles are declared surplus and City Staff is authorized to dispose of said property by auction, with the proceeds of such sale being disbursed according to law.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August, 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Ross Beckwith, Public Works & Parks Director/City Engineer**
Date: **August 31, 2020**

Temporary No Parking Haskell Street West

BACKGROUND INFORMATION:

Construction of Gateway Place on the west side of Robert Street, north of Haskell Street West is underway. In order for materials to be delivered to the site, access from Haskell Street West, their southern border, is necessary. Currently, there is parking allowed on the north side of Haskell Street West just off Robert Street. The contractor has requested that No Parking be posted on this stretch of Haskell Street during construction of Gateway Place.

Engineering and Police staff have reviewed the request and find it acceptable. In order for the No Parking to be enforceable by the Police Department an approved resolution is required. The attached map shows the location of the Temporary No Parking zone, which is approximately 130 feet long. Once construction is complete, the No Parking signs will be removed.

FISCAL IMPACT:

The contractor will pay the cost to have No Parking signs installed and maintained along the north side of Haskell Street West between Robert Street and the alley.

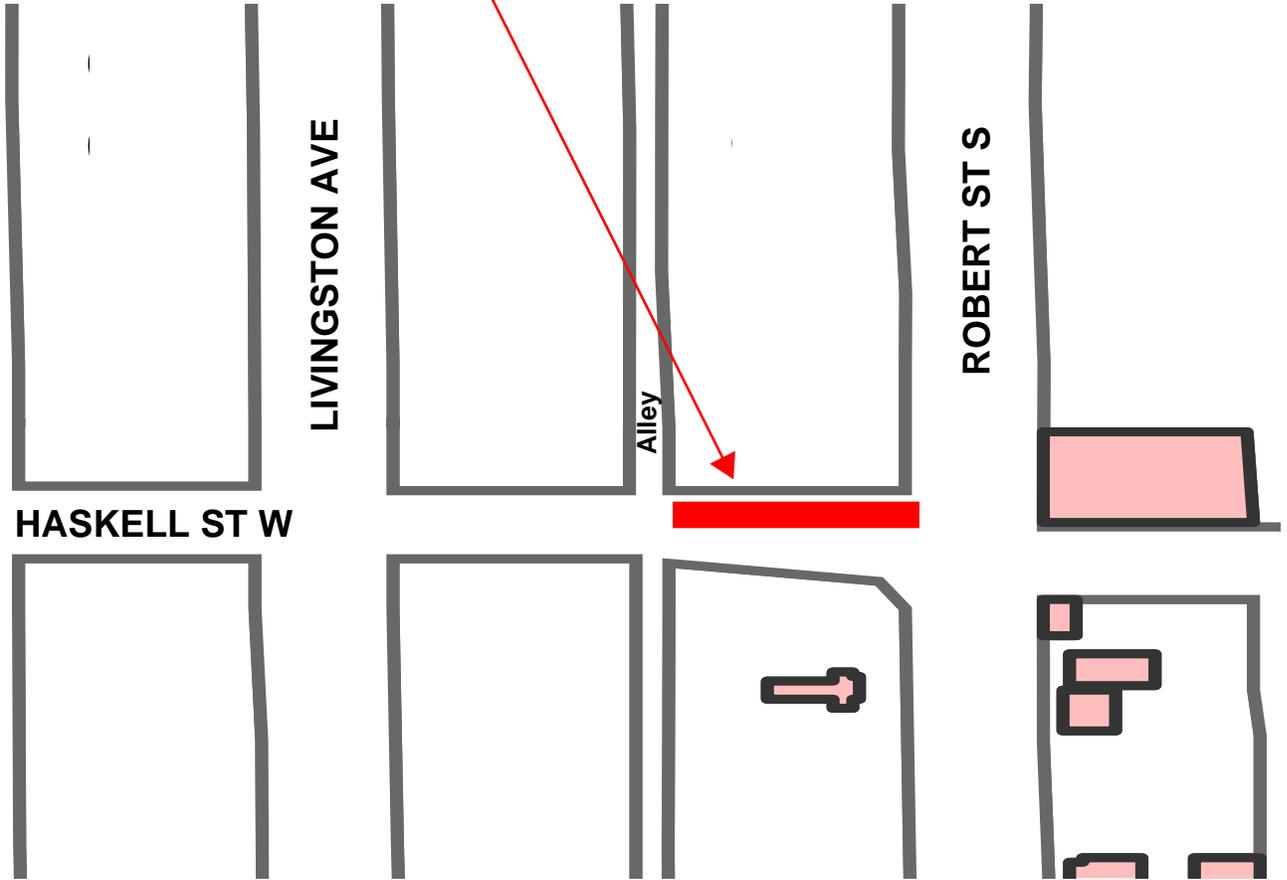
STAFF RECOMMENDATION:

Staff recommends that City Council approve the attached resolution establishing a Temporary No Parking Zone on the north side of Haskell Street West between Robert Street and the alley.

Attachment: Map – Temporary No Parking on Haskell Street West
Resolution

Temporary No Parking

North side of Haskell St W from Robert St S to alley



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

RESOLUTION NO. 20-

**RESOLUTION APPROVING A
TEMPORARY NO PARKING ZONE ON HASKELL STREET WEST**

WHEREAS, Gateway Place is under construction along Robert Street; and

WHEREAS, delivery of materials to the site requires access from Haskell Street West;
and

WHEREAS, parking is currently allowed along the north side of Haskell Street West
between Robert Street and the first alley to the west; and

WHEREAS, in order for the delivery of construction materials to the Gateway site, an
area of No Parking is recommended.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that a
temporary No Parking Zone be established on the north side of Haskell Street West from Robert
Street to the first alley.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Ross Beckwith, Public Works & Parks Director/City Engineer**
Date: **August 31, 2020**

Consultant Contract for Garlough/Marthaler Trail Design, City Project 21-3

BACKGROUND INFORMATION:

At the City Council meeting on August 17, 2020, a Joint Powers Agreement (JPA) was approved between Dakota County and West St. Paul for design of the Garlough/Marthaler Trail Project. The Garlough/Marthaler trail corridor is an unbuilt section of Dakota County's larger River-to-River Regional Trail running from Mendota Heights through West St. Paul and South St. Paul.

The JPA states that the City will lead final design of this project. Staff has negotiated with WSB & Associates, the firm that put together 30% plans for this trail back in 2017, on a final design contract. The current timeline has final plans completed by February 1, 2021. The County has also reviewed WSB's proposal.

FISCAL IMPACT:

The final design contract with WSB & Associates is \$67,481 to produce final plans, specifications and bidding documents. Per the JPA, the City will contribute \$15,000 and the County will contribute \$52,481. Funding for the City's share will come from the Park Fund.

STAFF RECOMMENDATION:

Staff recommends that City Council approve a contract with WSB & Associates, Inc. for final design of the Garlough/Marthaler Trail Project, City Project 21-3, for an hourly reimbursable amount of \$67,481.

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Ross Beckwith, Public Works & Parks Director/City Engineer**
Date: **August 31, 2020**

Final Reading – Vacating Easement along Kathleen Drive

BACKGROUND INFORMATION:

There is an existing easement between 173 and 187 Kathleen Drive left over from a future connection to Marie Avenue to the north. Marie Avenue was not built as shown on that plat as it currently sits further north. The two property owners have petitioned the City to vacate the easement, giving each parcel half.

Currently, Xcel Energy has a power line running down the center of the easement and those easement rights will be reserved.

The City Council heard and approved the first reading vacating this easement at the August 17, 2020 meeting. The Council ordered a public hearing for August 31, 2020, which was publicly noticed.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

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

Attachment: Ordinance Vacating Easement

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

ORDINANCE NO. 20-016

**AN ORDINANCE VACATING UNBUILT ROADWAY BETWEEN LOT 8 BLOCK 1
AND LOT 1 BLOCK 2, A.E. REHNBERG'S SOUTHVIEW ADDITION BY
ORDINANCE PURSUANT TO CITY CODE**

The City Council of West St. Paul does ordain:

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

WHEREAS, the City of West St. Paul received a petition from landowners requesting the City vacate all of the unbuilt public roadway, dedicated in A.E. Rehnberg's Southview Addition lying between Lot 8, Block 1 and Lot 1, Block 2; and

WHEREAS, pursuant to Minnesota Statutes § 412.851 and City Code Section 95.55, the City of West St. Paul held a public hearing on August 31, 2020 the proposed vacation of such portion of street legally described as follows:

All of the public roadway, as delineated in dedicated, in "A.E. Rehnberg's Southview Addition", according to the recorded plat thereof, Dakota County, Minnesota, lying between Lot 8, Block 1 and Lot 1, Block 2 in said plat; lying southerly of Marie Avenue (now vacated), as delineated and dedicated, in said plat; and lying northerly of a line drawn from the southerly southwest corner of said Lot 8, Block 1 to the southerly southeast corner of said Lot 1, Block 2 of said plat; and

WHEREAS, the City Council has determined that the vacation would be in the public intent.

NOW THEREFORE THE CITY OF WEST ST. PAUL DOES ORDAIN:

1. That pursuant to Minnesota Statutes § 412.851 and City Code Section 95.55, the City of West St. Paul hereby vacates the public street situated in the City of West St. Paul, County of Dakota, State of Minnesota legally described and depicted on attached Exhibit A.
2. That the said vacation has no relationship to the City's Comprehensive Plan and therefore the West St. Paul City Council has dispensed with the requirements of Minn. Stat. § 462.356, subd. 2, that may require the West St. Paul Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, subd. 2.

3. That the City specifically reserves the right and authority of any utility company or corporation using or controlling electric or telephone poles, lines or gas thereon or thereunder, to continue maintaining the same and to enter thereon to maintain, repair, replace, remove or otherwise attend thereto.

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 City is vacating an unbuilt section of platted roadway between 2 lots generally located north of Kathleen Drive and south of Marie Avenue.

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 31st day of August 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

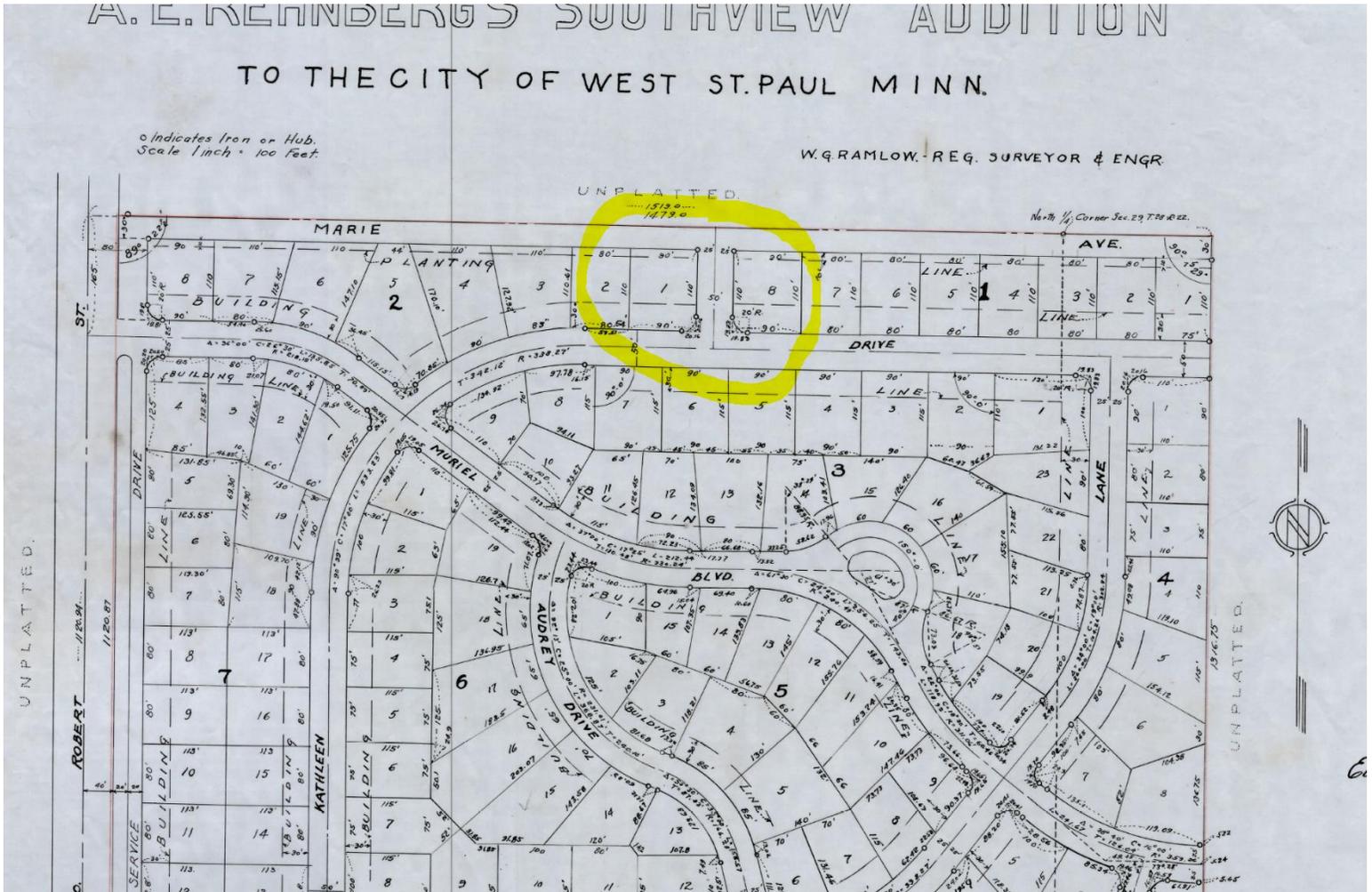
EXHIBIT A

Legal Description

All of the public roadway, as delineated in dedicated, in “A.E. Rehnberg’s Southview Addition”, according to the recorded plat thereof, Dakota County, Minnesota, lying between Lot 8, Block 1 and Lot 1, Block 2 in said plat; lying southerly of Marie Avenue (now vacated), as delineated and dedicated, in said plat; and lying northerly of a line drawn from the southerly southwest corner of said Lot 8, Block 1 to the southerly southeast corner of said Lot 1, Block 2.

EXHIBIT A

Depiction



To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
Jim Hartshorn, Comm. Dev. Dir.
From: **Melissa Sonnek, City Planner**
Date: **August 31, 2020**

CUP, Site Plan, Rezoning, and Plat for 1571 Robert St – Town Center One

BACKGROUND INFORMATION:

On behalf of Roers Companies, ESG Architects is requesting the review of multiple applications for the redevelopment of the northwest corner of Robert Street and Wentworth Avenue. The proposed redevelopment consists of a five story building containing 192 unit apartments with 1,700 square feet of retail/commercial on the first floor.

For detailed information on the proposed project, please refer to the attached Planning Commission report. Please note, the Planning Commission memo has been updated with the new proposed unit count and reduced square footage of retail.

Attachments:

Applications/notice

Planning Commission Report – Updated with new unit count and retail sq. ft.

Memos from Environmental Comm., WSB Engineering, Dakota Co, and MnDot

Submitted plans

Resolutions/Ordinance



PLANNING COMMISSION/PUBLIC HEARING DISCUSSION:

The Planning Commission met in regular session on August 18, 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) The building height, if this would be the first and only 5-story building in West St. Paul,
 - o The recently approved Dominion senior apartment building up by the Signal Hills shopping center, will be 5-stories in height.
- 2) Concern/upset about the loss in the square footage of retail, and how this could alter the look of the building,
- 3) Existing traffic patterns and effects of increased vehicles and trips, and
- 4) The number of parking stalls on site,
 - o The Commission agreed that it would be unfortunate to have the proposed dog park be paved over for additional parking stalls.
 - o With the conducted parking demand study demonstrating a lesser demand for parking, it would be preferable to remove some of the parking stalls that abut Robert St. as this is not allowed per code.
 - Both of these items are addressed in recommended added condition.

PLANNING COMMISSION VOTE:

- 1) Conditional Use Permit – Planning Commission voted 6-0 to recommend approval subject to the conditions recommended by City Staff as listed below.
- 2) Site Plan - Planning Commission voted 6-0 to recommend approval subject to the conditions listed by City Staff, with the two additions in **red text**.
- 3) Rezoning from B4 to PMD - Planning Commission voted 6-0 to recommend approval subject to the conditions recommended by City Staff as listed below.
- 4) Preliminary/Final Plat – Planning Commission voted 6-0 to recommend approval subject to the conditions recommended by City Staff as listed below.

STAFF RECOMMENDATION:

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

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a structure with mixed use commercial/residential and a structure with 16+ dwelling units in a B6 – Town Center Mixed Use 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 a five story mixed-use building with 192 Apartment Units and 1,700 square feet of retail at 1571 Robert St. 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 an irrigation plan is submitted upon application of a building permit,
5. All signage must comply with section 153 of the zoning ordinance,
6. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated August 7, 2020,
7. The applicant shall adhere to/address all items outlined in the WSB Engineering memo dated August 12, 2020,
8. The applicant shall adhere to the items outlined in the Dakota County Plat Commission memo dated August 7, 2020,
9. The applicant shall address the items outlined in the MnDot memo dated August 11, 2020,
10. **The proposed dog park as shown on the submitted plans shall not be used in the future for additional surface parking and/or proof-of-parking, and**
11. **The applicant shall revise the site plan to remove the few parking stalls on the northern most portion of the site that abut Robert St.**

Staff recommends APPROVAL of the REZONING of 1571 Robert St. from B6 – Town Center Mixed-Use to Planned Mixed-Use Development (PMD) with B6 – Town Center Mixed-Use 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 1571 Robert St. 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, prior to recording, per the recommendations outlined in the attached memos from the Dakota County Plat Commission and MnDot,
3. Prior to recording the final plat, the applicant shall include 10 foot drainage/utility easements along the property line that abuts Livingston Ave, and a 5 foot drainage/utility easement along the north property line that abuts another lot, and
4. The final plat shall be recorded within one year of approval and prior to application of a building permit.



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: \$ 1075

Office Use Only	
Case No:	<u>20-09</u>
Date Received:	<u>07/24/2020</u>
Receipt #	<u>2020-0974</u>
60 Day Date:	<u>09/22/2020</u>

Street Address of Parcel: Robert St S and Wentworth Ave E (nearest is AAMCO at 1571 Robert St)

Name of Applicant: Laura Eder, ESG Architects

Phone # 612-373-4697

Address of Applicant: 500 Washington Ave S Suite 1080

Email: laura.eder@esgarch.com

Minneapolis, MN 55415

Name of Owner Contact: Shane LaFave

Name of Owner: Roers West St. Paul Apartments Owner LLC

Phone # 763-300-1861

Address of Owner: 110 Chesire Lane, Ste 120

Email: Shane@roerscompanies.com

Minnetonka, MN 55305

Legal/PID # See attached

Present Zoning: B-6 Town Center Mixed Use District, Density Code B-Medium Density

Proposed Use of Parcel: multi-family apartment housing, retail, structured and surface parking

Zoning Section Authorizing CUP: Sec. 153.221

What will be the effect of the proposed use on the health, safety, and welfare of the occupants of the surrounding parcels? There is not anticipated to be a negative effect on the health, safety, and welfare of the occupants of the surrounding

parcels due to the proposed redevelopment of this site. The goals of the Comprehensive Plan, in fact, will be greater achieved with this redevelopment.

What will be the effect on existing and anticipated traffic conditions, including parking facilities and adjacent streets? A traffic study is to be submitted to the City. There are 187 dwelling units, approximately 5000 SF of Retail

and approximately 101 surface and 164 structured parking stalls within this proposed mixed-use redevelopment.

What will be the effect of the proposed use on the Comprehensive Plan? The proposed uses will help bring to fruition the Comprehensive Plan's future land use type & density guidance of 'Mixed Use, 25-40 units/acre' for this site.

The CUP would allow for the Comp Plan goals to be accomplished by providing (1) more housing in general to assist with the City's growth outlook (by allowing dwelling units as a land use) and (2) a well arranged mix of uses in this future land use designation of 'Mixed Use, 25-40 units/acre' (in conjunction with the Rezoning Application to allow for a reduced number of parking spaces and relief from some of the building and parking setback minimums).

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.

Shane Lafave
Signature of Owner (Required)

763-300-1861
Phone Number

Ram Eder
Signature of Applicant (If different)

612-373-4697
Phone Number

NOTE: All Materials relevant to this Application must be filed on or before the dates listed on Operating Procedures for Applicants page.

The Planning Commission holds its regular meeting at 7:00pm on the third Tuesday of each month.

LAPSE OF CONDITIONAL USE PERMIT:

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

FEES:

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



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

SITE PLAN APPLICATION

Filing Fee: \$275.00
Escrow Amount: \$1,300.00
Total Fees: \$ 1,575

OFFICE USE ONLY	
Case No:	<u>20-09</u>
Date Received:	<u>07/24/2020</u>
Receipt No:	<u>2020-0974</u>
60 Day Date:	<u>09/22/2020</u>

Street Address of Parcel: Robert St S and Wentworth Ave E (nearest is AAMCO at 1571 Robert St)

Name of Applicant: Laura Eder, ESG Architects
Address of Applicant: 500 Washington Ave S
Suite 1080 / Minneapolis, MN 55415

Phone # 612-373-4697
Email: laura.eder@esgarch.com

Name of Owner Contact: Shane LaFave
Name of Owner: Roers West St. Paul Apartments Owner LLC
Address of Owner: 110 Cheshire Lane, Ste 120
Minnetonka, MN 55305

Phone # 763-300-1861
Email: Shane@roerscompanies.com

SITE INFORMATION

Legal/PID # of the Property Involved: See attached

Present Zoning: B-6 Town Center Mixed Use District, Density Code B-Medium Density

Proposed Use of Parcel: multi-family apartment housing, retail, structured and surface parking

What will be the effect(s) on existing and anticipated traffic conditions, including parking facilities on adjacent streets: A traffic study will be submitted to the City. There are 187 dwelling units, approximately 5000 SF of Retail and approximately 101 surface and 164 structured parking stalls within this proposed mixed-use redevelopment.

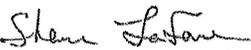
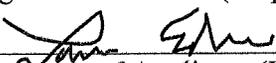
EXHIBITS REQUIRED

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.

	763-300-1861
Signature of Owner (Required)	Phone Number
	612-373-4697
Signature of Applicant (If different)	Phone Number

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

LAPSE OF SITE PLAN: An approved site plan shall lapse and become null and void six months following the date on which the Plat was approved, unless prior to the expiration of six months a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion on the subject site. An approved Site Plan may be renewed once for a period of one year by the City Council.

FEES

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



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 West St. Paul, MN 55118
 651-552-4100
 FAX 651-552-4190
www.wspmn.gov

REZONING/TEXT AMENDMENT APPLICATION

OFFICE USE ONLY	
Case No: <u>20-09</u>	
Date Received: <u>07/24/2020</u>	
Receipt No: <u>2020-0974</u>	
60 Day Date: <u>09/22/2020</u>	

Filing Fee: \$325
 Escrow Amount: \$800
 Total Fees: \$ 1,125

Street Address of Property: Robert St S and Wentworth Ave E (nearest is AAMCO

Name of Applicant Contact: Laura Eder Address, cont'd: (...at 1571 Robert St)
 Name of Applicant: ESG Architects Phone # 612-373-4697
 Address of Applicant: 500 Washington Ave S Email: laura.eder@esgarch.com
Suite 1080 / Minneapolis, MN 55415

Name of Owner Contact: Shane LaFave
 Name of Owner: Roers West St. Paul Apartments Owner LLC Phone # 763-300-1861
 Address of Owner: 110 Chesire Lane, Ste 120 Email: Shane@roerscompanies.com
Minnetonka, MN 55305

Legal/PID # See attached

Present Zoning: B-6 Proposed Zoning: PMD

Present Use: automotive painting & repair bldg & surface parking. Proposed Use: multi-family apartment housing, retail,
 Present Use, cont'd: (...AAMCO vehicle transmission repair bldg + surface parking, Batteries+Bulbs bldg + surface parking, misc. Proposed Use, cont'd: (...structured and surface parking)
 access drives, vacant lot with storage in certain areas)

What changed or changing condition(s) made the passage of this amendment necessary? _____

The growth outlook for the City per the Comp Plan is calling for more dwelling units within West St. Paul. More dwelling units and a mix of uses brought to this particular site and its irregular shape prove difficult to meet all existing zoning code regulations for B-6 building and parking setbacks as well as regulations for number of parking spaces to be provided.

What is the effect of the proposed amendment? The proposed amendment would allow for the

Comp Plan goals to be accomplished by providing (1) more housing in general to assist with the City's growth outlook and (2) a well arranged mix of uses in this future land use designation of 'Mixed Use, 25-40 units/acre' (by allowing for a reduced number of parking spaces and relief from some of the building and parking setback minimums).

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

N/A

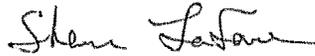
What other circumstances justify the amendment? More density brought to this particular site and its irregular shape prove difficult to meet all existing zoning code regulations for B-6 building and parking setbacks as well as regulations for number of parking spaces to be provided.

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

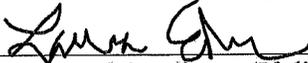
The undersigned hereby represents upon all penalties of law, for the purpose of inducing the City of West St Paul to take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinances and all Codes of the City of West St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



763-300-1861

Signature of Owner (Required)

Phone Number



612-373-4697

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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 West St. Paul, MN 55118
 651-552-4100
 FAX 651-552-4190
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PLATTING APPLICATION

OFFICE USE ONLY	
Case No: <u>20-09</u>	
Date Received: <u>07/24/2020</u>	
Receipt No: <u>2020-0974</u>	
60 Day Date: <u>09/22/2020</u>	

Filing Fee: \$275 + \$2 each lot
 Escrow Amount: \$600 (1-2 lots)
 \$1,600 (3 or more lots)
 Total Fees: \$ 277+600 = \$877 (1 proposed lot)

CONTACT INFORMATION

Name of Applicant: Laura Eder, ESG Architects Phone # 612-373-4697
 Address of Applicant: 500 Washington Ave S Email: laura.eder@esgarch.com
Suite 1080 / Minneapolis, MN 55415

Name of Owner Contact: Shane LaFave Phone # 763-300-1861
 Name of Owner: Roers West St. Paul Apartments Owner LLC Email: Shane@roerscompanies.com
 Address of Owner: 110 Cheshire Lane, Ste 120
Minnetonka, MN 55305

Name of Surveyor: Rory L. Synsteliien, Civil Site Group Phone # 612-615-0060
 Address of Surveyor: 4931 W 35th St Suite 200 Email: c/o David Knaeble (Dknaeble@civilsitegroup.com)
St. Louis Park, MN 55416

Name of Engineer: David Knaeble Phone # 763-234-7523
 Address of Engineer: 4931 W 35th St Suite 200 Email: Dknaeble@civilsitegroup.com
St. Louis Park, MN 55416

PLAT INFORMATION

Legal/PID # of the Property Involved: See attached
 Total Acreage: 3.920 Proposed Number of Lots: 1 Lot, 1 Outlot
 Proposed Name of Plat: ROBERT & WENTWORTH REDEVELOPMENT

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

EXHIBITS REQUIRED

An electronic copy, as well as four (4) 22x34 and twenty (20) 11x17 copies of the proposed plat/final plat in sets and folded plans, showing information as follows:

- a. Statement of the proposed use of lots, stating type of residential building(s) with proposed dwelling units; type of business/industry,
- b. Subdivision name, lot and block layout, numbers, area and dimensions.
- c. A survey, dated, scaled and dimensioned, showing pertinent existing conditions such as boundary lines, acreage and square footage, prepared and signed by a registered surveyor,
- d. Location, width, and names of all proposed, existing and/or previously platted streets showing types, width and condition of improvements, if any, utility right-of-ways and/or easements, parks and other public open spaces, permanent buildings/structures within the tract and to a distance of 350 feet beyond the tract,
 - i. Names of streets shall not be duplicated in the St. Paul postal zone director, unless a new street is a continuation of or in alignment with the existing or platted street,
- e. Topographical data, including contours, proposed grading and drainage at intervals of not more than two feet. All elevation, topography, and vertical control data. Water courses, marshes, wooded areas, power poles and lines, and other significant features.

ACKNOWLEDGE AND SIGNATURE

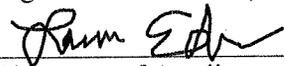
The undersigned hereby represents upon all penalties of law, for the purpose of inducing the City of West St Paul to take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinances and all Codes of the City of West St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



Signature of Owner (Required)

763-300-1861

Phone Number



Signature of Applicant (If different)

612-373-4697

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

FEEES

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, MN
NOTICE OF PUBLIC HEARING**

The listed items below will be a Public Hearing at the Planning Commission Meeting Tuesday, August 18, 2020 at 6:30 pm and a Public Hearing at the City Council Meeting Monday, August 31, 2020 at 6:30 p.m.:

PC Case 20-09 – Multiple applications for the redevelopment of 1571 Robert Street South and the construction of a five story mixed use building offering 187-unit market rate apartment and 5,000 square feet of retail. – Roers Companies

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: Friday, August 7, 2020
St. Paul Pioneer Press

Posted: Friday, August 7, 2020
Municipal Center

To: **Planning Commission**
From: **Melissa Sonnek, City Planner**
Date: **August 18, 2020**

Conditional Use Permit, Site Plan, Rezoning, and Plat for 1571 Robert St.

REQUEST:

On behalf of Roers Companies, ESG Architects is requesting the review of multiple applications for the redevelopment of the northwest corner of Robert Street and Wentworth Avenue. The proposed redevelopment consists of a five story building containing 192 unit apartments with 1,700 square feet of retail/commercial on the first floor.

Applications for Review:

- Conditional Use Permit – Mix of commercial/residential uses & Structure with 16+ dwelling units,
- Site Plan – Construction of five story mixed-use building (192 apartments & 1,700 sq ft of retail),
- Rezoning from B6 – Town Center Mixed Use to PMD – Planned Mixed-Use Development, with B6 – Town Center Mixed Use underlying zoning,
- Preliminary and Final Plat – Consolidation of existing lots to create one lot, dedicate right of way and easements.

Attachments:

Applications/notice

Memos from Environmental Comm., WSB Engineering, Dakota Co, Plat Commission, and MnDot

Submitted plans



CURRENT USES AND ZONING:

	Use	Zoning
Subject Property	Commercial – Aamco, Batteries Plus	B6 - Town Center
Properties to North	Commercial – Nappa Auto	B6 - Town Center
Properties to East	Commercial – Noodles and Co, Pollo Campero, KFC	B6 - Town Center
Properties to South	Commercial – LA Fitness	B6 - Town Center
Properties to West	Commercial – Carbone’s, Laundromat, Multi-tenant office building	B6 - Town Center

Proposal

The proposal includes the demolition of the existing Aamco, Maaco, and Batteries Plus buildings, Granny Donuts will remain unaltered, to make room for a 5 story 192-unit apartment building with 5,000 square feet of retail/commercial. This is the last remaining corner that has been primed for redevelopment, for the area designated as Town Center One.

The first floor of the building will contain a few walk-up apartment units, 1,700 square feet of retail, 7,000 square feet of lobby/amenity area for both the residents and the shoppers, interior bike storage, as well as interior trash storage on either end of the building. Below the building (underground) will be 164 underground parking stalls, some of which will offer room for both bicycle and automobile parking. The remaining floors will offer a combination of studio, one, one + den, and two bedroom apartments as well as a small storage area.



1) CONDITIONAL USE PERMIT ANALYSIS:

Within the B6 – Town Center Mixed Use district, structures containing a mix of commercial and residential uses and structures containing more than 16 units are both conditional uses.

Long Term Planning Document Review

The 2040 Comprehensive plan designated the northwest corner of Robert St. and Wentworth Ave. as an area to likely redevelop by 2030 as mixed use with 20-40 units per acre (see image below – Pg. 13 of 2040 Comp Plan).



The proposed plans call for 60.5 units per acre, which is one of the more dense redevelopment applications in recent years. Recent comparable projects are 1631 Marthaler and 895 Robert (see table below). The Comp Plan and the Renaissance plan both call for increased density along Robert Street, specifically, to help revitalize the existing commercial spaces.

Adding density is more than just housing more people, it is important to ensure that the existing infrastructure can absorb the additional activity. According to the Travel Demand Management Project study completed, the existing roads and other infrastructure can support this level of increase. Additional detail provided later in this document.

Recent Multi-Family Redevelopment in West St. Paul

Address	Project	Units per Acre
252 Marie Ave E	252 Rooftop – Market Rate	27.7
1631 Marthaler Ln	Darts – Senior Apt	58.7
240 Thompson Ave E	Oppidan/Golf Course – Market Rate	28.1
895 Robert St	CDA North Gateway - Affordable	57.2
1201 Signal Hills	Dominium – Affordable/Senior	35.0
1571 Robert St	Town Center One – Market Rate	60.5

Multi-Family/Housing Demand

Recent market trends have made finding any sort of housing (affordable, market rate, and owner occupied) difficult to acquire. The recent influx in multifamily housing will create a better variety of options for current and future residents. As more multifamily options become available, the “filtering” process can begin, allowing individuals to transition between housing types and level of affordability. As newer housing options come in residents are able to upgrade, or “filter up”, leaving older (often more affordable) housing options more available for residents in lower income levels also filter through the housing cycle.

Proximity to Amenities

As you might guess by the name, Town Center One, this site offers close proximity to several retail, restaurant, and employment options within walking distance, as well as multiple bus routes, one actually being located directly on site.

Sites within 1/4 mile

- Anchor Bank,
- Carbone’s Pizza,
- Fed Ex,
- Sports Clips
- Midas,
- Telecris Plasma,
- Taco Bell,
- UPS Store,
- T-Mobile,
- Aloha Nails,
- Pawn America,
- Pho Saigon,
- Great Health and Nutrition,
- Wentworth Library,
- Dunham’s Bar,
- Rex Music,
- Starbucks,
- Napa Auto,
- Arby’s,
- Discount Tire,
- Wells Fargo,
- Wooden Tub Laundromat,
- US Bank,
- El Taquito,
- Pollo Campero,
- Sola Salon,
- Planet Fitness,
- Menards,
- CVS Pharmacy,
- MGM Liquor,
- Mister Car Wash,
- Hobby Lobby,
- Jimmy Johns,
- Verizon,
- KFC,
- Q’Doba,
- Jersey Mikes,
- Raising Cane’s Chicken,
- Tapemark,
- Kinder Care Day Care,
- Walmart,
- Batteries Plus,
- Target,
- Granny’s Donuts,
- LA Fitness,
- Subway,
- Panda Express,
- Panera Bread,
- Noodles and Co,
- Applebee’s,
- 5-8 Grill,
- West St. Paul Dome,
- Marthaler Park,
- Harrison Dental,
- Thomas Allen Inc.,
- DaVita Dialysis,
- HyVee

2) SITE PLAN ANALYSIS:

A part of the site plan includes the Planned Mixed-Use Development tag, PMD. This offers the site deviation from the code to create a higher quality environment. Similarly, code language from the PRD (Planned Residential Development) reads, *“to allow greater variety in the types of residential environment available, to respond to recent changes in housing demands and in new housing concepts, to encourage the provision of private common open space ancillary to new housing developments, and to allow a more efficient allocation and maintenance of public facilities”*

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

Setbacks

Building

	Code Setbacks	Proposed Setbacks
Front <i>(Wentworth Ave)</i>	10 – 40ft	12ft
Rear	20ft Min.	9.4ft*
Side <i>(East) Adj to Street</i>	10 – 30 ft	5ft*
Side <i>(West)</i>	0 ft	39ft

**Intent of the eastern side yard setback of 10-30ft. is intended to bring the building closer up to the street. Staff believes the proposal complies with this.*

Parking

	Code Setbacks	Proposed Setbacks
Front <i>(Wentworth Ave)</i>	Not Permitted	N/A
Rear	10ft Min.	22ft
Side <i>(East) Adj to Street</i>	10ft Min	18.5ft
Side <i>(West)</i>	0ft	0ft

Parking Counts

The submitted plans include 101 surface parking stalls and 164 underground stalls totaling to 265 parking stalls. Additionally many of the underground stalls will offer both automobile and bicycle parking. This equates out to **1.38** parking stalls per unit, while this is lower than the recent accepted parking ratio of 1.5, the applicant is comfortable with the proposed ratio based on similar projects in their existing portfolio.

City Staff is comfortable with this parking ratio since only 17.6% (33 units) of the total number of units are two bedrooms, this means that the remaining 82% are either studio, one bedroom, or one bedroom plus den units. Also, if in the future additional parking is needed, approximately 22 additional stalls can be created if the dog park is removed. These additional stalls would bring the site up to the 1.5 stalls per unit ratio.

As mentioned previously in this report, there are also options for public transit on and nearby the site. This is an important feature, as the site will also offer **1,700** square feet for retail use. It is fairly common for the peak business hours for retail uses to be off-set from when the majority of the residents living in the units are at work or off site.

Drive Aisle and Parking Stall Dimensions

The majority of parking stall depths measure 18ft rather than the 20ft as required by code. This is not an uncommon deviation from the code, as vehicles today are smaller and shorter than they were when the parking dimensions were originally adopted. Parking stall widths measure 9ft, and are consistent with code requirements throughout the site. The proposed drive-aisles exceed the minimum of 22ft, and measure 24ft in most locations, with the exception of a few areas for fire access and maneuverability offering 26ft wide drive aisles.

Curbing

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

Travel Demand Management Study

Due to the change in use and to ensure the success of the project, the applicant had a third party conduct a travel Demand Management study. This study reviewed both parking needs as well as existing and future traffic trends as a result of the proposed project.

According to the study, the combination of **192** apartments and **1,700** square feet of retail would require 217 parking spaces during peak parking times, 164 stalls for the apartments and 53 stalls for the retail use (used primarily in the PM hours). The submitted site plan includes 265 parking stalls, which exceeds what the study outlines for a minimum requirement.

Trip Generation Data

	AM Trips	PM Trips	Total Trips
Residential Use	67	82	149
Retail Use	N/A	57	57
Total Trips	+67	+139	+206

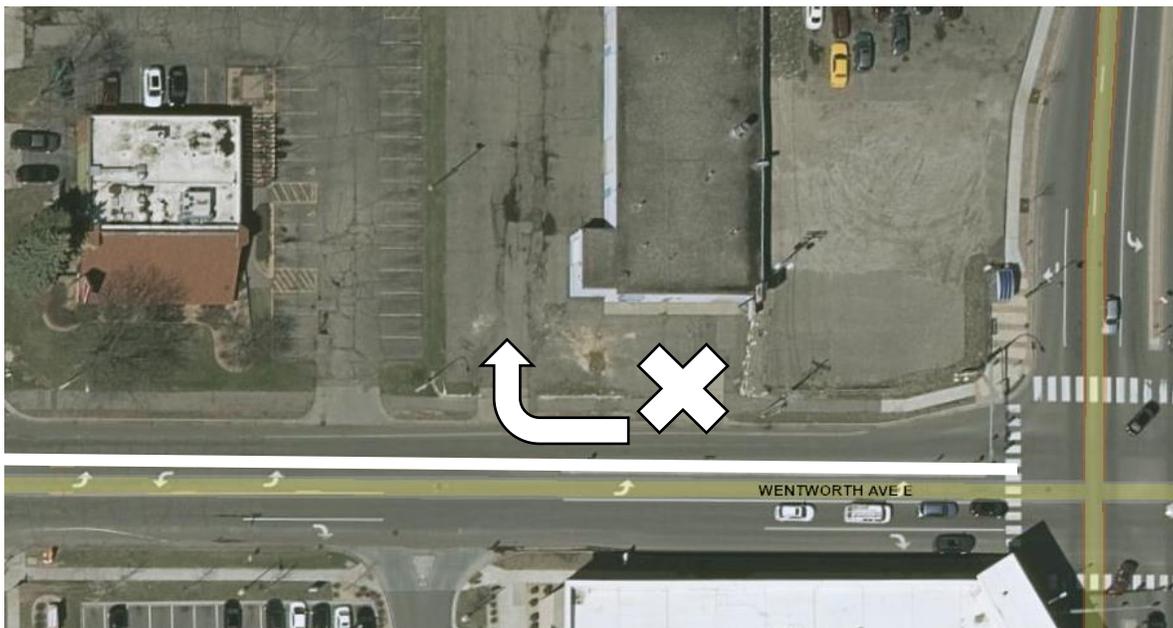
Parking aside, even with the expected additional trips being generated as a part of the proposed development, the majority of surrounding traffic options will continue to function at their existing “level of service”. Level of service refers to the operating conditions of transportation facilities, such as traffic signals and stop-controlled intersections, travel speeds, road width, number of lanes, etc. All of these factors are taken into consideration and assigned a letter grade (A – F) to quantify how a road is operating in comparison to the predetermined maximum capacity.

Level of Service by Intersection (Year 2022)

	Level of Service (No Build Scenario)	Level of Service (Project Build Scenario)
Robert/Thompson	B	B
Thompson/Livingston	A	A
Wentworth/Livingston	A	A

Site Access – Wentworth Avenue

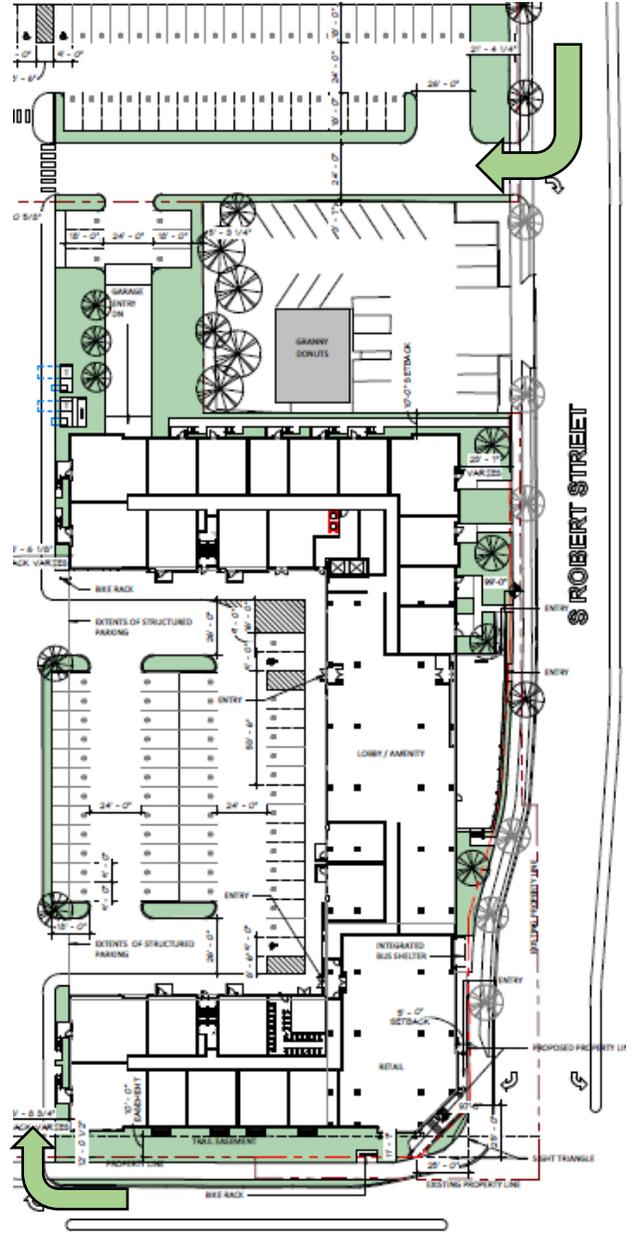
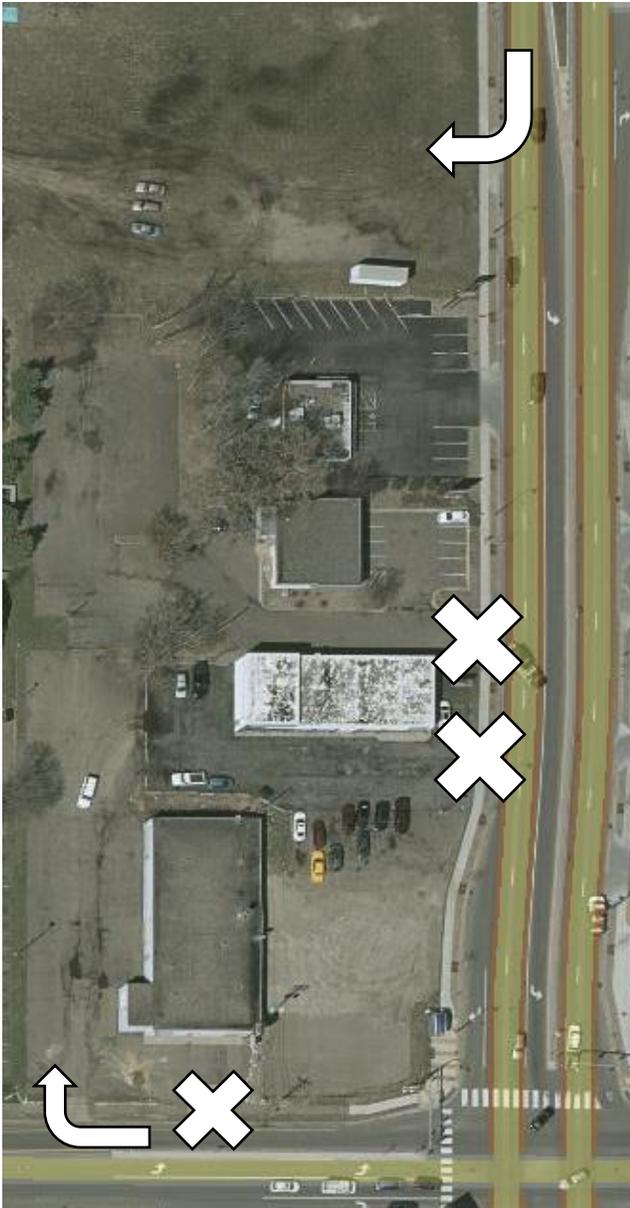
The Wentworth Avenue access to the site was reviewed by Dakota County during their County Plat Commission meeting on August 5th. Due to the conflicts currently happening at the site, Dakota County is requiring that, in order to maintain the western Wentworth access to the site, the center median would have to be extended west to Livingston Avenue.



The applicant will be work with City Staff and Dakota County to add the median extension to the 2021 Wentworth Avenue road overlay project. Staff is recommending as a condition of approval, that the applicant adhere to the items listed in the Dakota County Plat Commission Memo dated August 7, 2020.

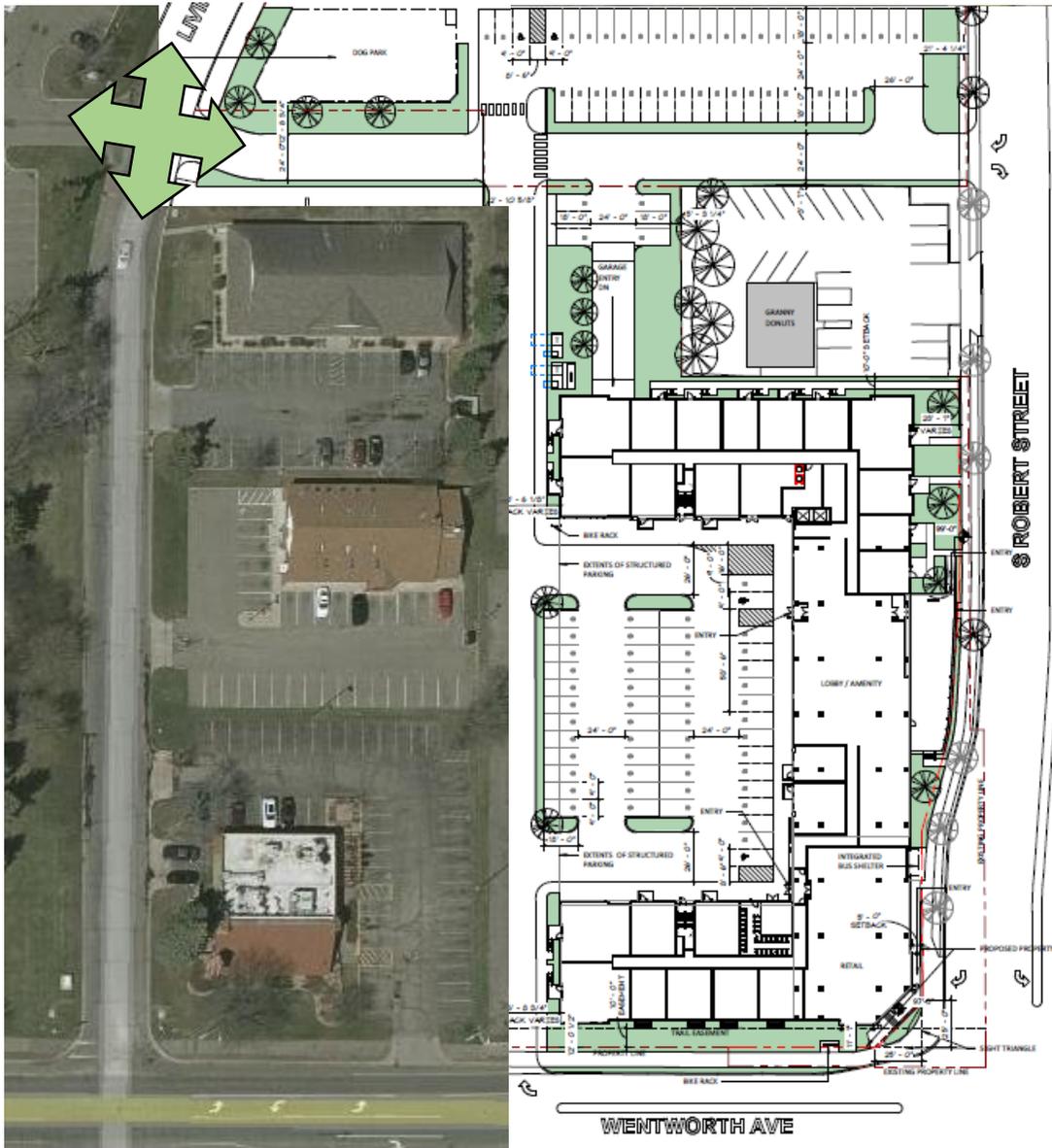
Site Access – Robert Street

The site as it exists today, has several right in and right out curb cuts onto Robert Street. As with many state and county roads, when a site redevelops, multiple accesses are eliminated and one access point is allowed to remain. Since Granny Donuts is not included in the redevelopment proposal, their existing access will remain unchanged. However, the two curb cuts on the southern leg, will be removed and the northern most access (Blockbuster entrance) will remain.



Site Access – Livingston Avenue

The site will have a full access (all turning movements) on and off of Livingston Avenue on the northwestern corner of the site. This access will line up nicely with the access to the multi-tenant office building to the west as shown in the image below.



Pedestrian/Sidewalk Connectivity

There are existing sidewalk connections on both Wentworth and Robert adjacent to the proposed building.

Lighting

The submitted lighting plans do not contain details on lighting. As such, 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

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 56 trees (2,251 lineal feet); the applicant is proposing a total of 46 deciduous trees as well as 20 evergreen trees, 5 ornamental trees, and 121 shrubs.

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 6 trees, measuring 80 caliper inches, which with the 30% replacement requirement, the applicant is required to replant 24 caliper inches (roughly 10 trees if measuring at 2.5 caliper inches). As detailed above, the proposed landscaping exceeds the minimum code requirements.

Irrigation

No details on irrigation were included in the plans, as such, City Staff is recommending as a condition of approval requiring an irrigation plan upon application of a building permit.

Environmental Committee Review

The Environmental Committee met in regular session on August 5th, and reviewed the site plan for the proposed project.

The committee members liked the plans, especially that full tree replacement requirement was met with a good mix of trees and a public dog park is also being offered. The committee recommend approval of the plans with following additions:

- Strongly encourage the developer to use “pollinator friendly” native plants that are not treated with “neonicotinoids”, and
- Encourage the developer implement a better mix of Minnesota native plant species.

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 August 7, 2020.

Construction Materials/Design

Section 153.032 of the zoning code, outlines the building materials for the B6 zoning district. The code details that at least 60% of the building must be comprised of primary materials (stucco, brick, glass, or other comparable material) and not more than 40% of the building can be comprised of secondary materials (textured or decorative block, synthetic stucco, metal, or wood).

The applicant is proposing a combination of brick, glass, fiber cement panels (all primary materials), and corrugated metal and a wood composite (secondary materials). The proposed materials and percentages comply with the code.



Signage

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

Engineering/Stormwater Review

The site plan was reviewed by an engineering consultant to specifically review stormwater run-off and the proposed underground stormwater retention/filtration 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 August 12, 2020.

3) REZONING:

The subject property is currently zoned B6 – Town Center Mixed Use. The applicant is requesting to rezone the property from B6 – Town Center Mixed Use to PMD – Planned Mixed-Use Development, with B6 – Town Center Mixed Use underlying zoning. Note that Granny Donuts is not included in the planning applications associated with this redevelopment.

The proposal to rezone the property is consistent with the direction provided in the 2040 Comprehensive Plan.

4) PLAT ANALYSIS:

Since the subject property was last platted in 1887 under the City of South St. Paul, City Staff has requested that the applicant plat the property as a part of the redevelopment project. The original plat only dedicated 30ft of right of way for Wentworth Avenue and 33ft for Robert St. Presently, both roads require more right of way, Dakota Co. has requested 40ft of right of way and MnDot has requested 33-40ft of right of way.

WSP Engineering Review

The West St. Paul Engineering Department reviewed the submitted plat and request that the plat be updated to include drainage and utility easements, 5ft along the northern property line and 10ft along Livingston Ave.

Dakota County Plat Commission

The Dakota County Plat Commission reviewed the proposed preliminary plat at their meeting on August 5th, 2020 and recommended approval of the preliminary plat subject to the following conditions (see memo dated August 7th, 2020):

1. Due to inadequate access spacing, the Commission will only allow for the western Wentworth Avenue access to remain open, if the Wentworth Avenue center median is extended west to Livingston Avenue,
2. The plat shall provide a private cross-access easement to Carbone's to maintain the option of a future shared access, in the event that the Carbone's entrance becomes a safety issue or the site redevelops, and
3. The plat shall dedicate 40ft of half right of way and a 10ft trail easement along the north side of Wentworth Avenue, and
4. With the recording of the final plat, a quit claim deed for the 10ft trail, drainage, and utility easement.

City Staff is recommending as a condition of approval that the applicant adhere to the items listed in the Dakota County Plat Commission memo dated August 7, 2020.

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 August 11, 2020.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a structure with mixed use commercial/residential and a structure with 16+ dwelling units in a B6 – Town Center Mixed Use 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 a five story mixed-use building at 1571 Robert St. 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 an irrigation plan is submitted upon application of a building permit,
5. All signage must comply with section 153 of the zoning ordinance,
6. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated August 7, 2020,
7. The applicant shall adhere to/address all items outlined in the WSB Engineering memo dated August 12, 2020,
8. The applicant shall adhere to the items outlined in the Dakota County Plat Commission memo dated August 7, 2020, and
9. The applicant shall address the items outlined in the MnDot memo dated August 11, 2020.

Staff recommends APPROVAL of the REZONING of 1571 Robert St. from B6 – Town Center Mixed-Use to Planned Mixed-Use Development (PMD) with B6 – Town Center Mixed-Use 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 1571 Robert St. 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, prior to recording, per the recommendations outlined in the attached memos from the Dakota County Plat Commission and MnDot,
3. Prior to recording the final plat, the applicant shall include 10 foot drainage/utility easements along the property line that abuts Livingston Ave, and a 5 foot drainage/utility easement along the north property line that abuts another lot, and
4. The final plat shall be recorded within one year of approval and prior to application of a building permit.

To: **Planning Commission and City Council**
Through: **Melissa Sonnek, City Planner**
From: **Dave Schletty, Asst. Parks & Recreation Dir.**
Date: **August 7th, 2020**

Case 20-09 – Plan Review for Town Center One Redevelopment

BACKGROUND INFORMATION:

At the August 5th, 2020 regular meeting, the Environmental Committee (EC) reviewed the landscape plans submitted by Roers Companies for the redevelopment of the northwest corner of Robert Street and Wentworth Avenue. The proposed redevelopment is for a five-story building containing 187 apartment units, roughly 5,000 square feet of retail, underground parking, and an underwater storage and filtration system.

Overall, committee members liked the plans, especially that there was storm water management addressed, that the full tree replacement requirement was met with a good mix of trees, and that a public dog park was included with the development. Even though they liked the nice variety and selection of plantings, they would like to see more native pollinator varieties.

COMMITTEE RECOMMENDATION:

The Environmental Committee recommends the approval of the proposed landscape plan, subject to the recommendations below,

1. Strongly encourage the use of “pollinator friendly” native plants that are not treated with “neonicotinoids”, and
2. Encourage a better mix of Minnesota native plant species.

Memorandum

To: Ross Beckwith, PE
Melissa Sonnek

From: Kendra Fallon, EIT
Jake Newhall, PE

Date: August 12, 2020

Re: Wentworth Apartments Stormwater Review
WSB Project No. 013770-000

The following documents were submitted on July 27, 2020 by Civil Engineering Group and were reviewed for compliance with the City of West St. Paul (City), Lower Mississippi River Watershed Management Organization (LMRWMO), and MPCA Engineering Guidelines:

- CSG – WEST ST. PAUL APARTMENTS – CITY SUBMITTAL 7-24-20
- CSG WSP APTS. STORMWATER REPORT 7-24-20
- FINAL PLAT-Dakota_7-22-2020

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.
2. A maintenance agreement including an operations and maintenance plan for the underground filtration basin should be included in future submittals.
3. The drainage report notes that P8 modeling was used to confirm TP removal requirement was being met and the results of the P8 model were included. Applicant should submit P8 inputs to confirm modeling.
 - a. Applicant should confirm that the entire site is being modeled in the P8 model including area that doesn't drain to the underground system.
4. The stormwater narrative notes a geotechnical report is on file at the office of the engineer. The geotechnical report should be submitted to confirm soils are not conducive for infiltration and to confirm separation to groundwater.
5. There is a wetland shown in the northwest corner of the site on the survey. Applicant should confirm all requirement wetland permitting has been completed.

Plans

1. 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.
 - a. Applicant should confirm additional catch basins aren't needed in the main parking lot in the center of the site. If more than 3 cfs is shown to drain to an inlet in the 10-year storm event the applicant should consider adding another inlet or may be required to show how much spread is anticipated.
2. The low floor and low opening elevations for the proposed building should be added to the plans to confirm freeboard requirements.

3. It is recommended the applicant consider adding more rows to the underground system and shortening the length of the filtration system.
 - a. The draitile within the underground filtration basin should be sloped to drain to the outlet so the draitile doesn't sit with water for extended periods of time.
 - b. Applicant should confirm the underground system can be constructed within the construction limits shown. Currently there is ~4.5 feet between the western edge of the underground system and the construction limits.
4. Applicant may want to consider constructing a new manhole over the 60" storm sewer pipe at the proposed connection on Wentworth Avenue rather than directly connecting into the pipe. Applicant should consult with the City and County on their preference.
5. It is assumed the 12" storm sewer stubs are proposed to account for the roof drainage. Applicant should confirm that this is the case. If it is not, applicant should include information on where the roof drainage will be discharged.
6. Applicant should confirm the trench drain is sized to handle the drainage from the ramp at the garage entrance.
7. Any proposed drainage and utility easements should be shown on the plans.
8. RCP is recommended under all driving surfaces.

Modeling

1. The 10-day snowmelt event should be modeled, and the results should be included in future submittals.
2. Applicant should confirm area from the parcels directly adjacent to the west don't drain to the site. If they do, they should be included in both existing and proposed conditions.

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.



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

August 7, 2020

City of West St. Paul
1616 Humboldt Ave.
West St. Paul, MN 55118

Re: ROBERT AND WENTWORTH

The Dakota County Plat Commission met on August 5, 2020, to consider the preliminary plat of the above referenced plat. The plat is adjacent to CSAH 8 (Wentworth Ave.) and is therefore subject to the Dakota County Contiguous Plat Ordinance.

The proposed apartment building site is located at the northwest quadrant of CSAH 8 (Wentworth Ave) and Robert Street. The right-of-way needs are 60 feet of half right of way along CSAH 8 for a future 3-lane roadway. As discussed, with existing buildings and right of way in the area, the Plat Commission may require only 40 feet of half right of way with a 10-foot trail, drainage and utility easement. The access spacing guidelines along CSAH 8 are 1/8-mile (660 feet) for a full access location. The proposed site is showing one access location on CSAH 8, immediately east of the existing Carbone's access. The Plat Commission would prefer the accesses to be a shared access; however, this will not work at this time. However, the Plat Commission will require a private cross access easement to the Carbone's site, which would allow for a future shared access with the proposed site access. The triggers to become a shared access include redevelopment of the Carbone's site or if there are safety concerns along Wentworth. The private access/cross easement should be recorded with the plat. Also, a cross access easement should be given to the Granny's Donuts site for the similar concerns.

The distance between Robert Street and Livingston Avenue is only about 450 feet. Due to the limited access spacing and safety, the existing median on CSAH 8 should be extended to Livingston Avenue to prevent full access movements along CSAH 8 (Wentworth Avenue). As discussed, the median should be extended to Livingston Avenue prior to allowing the proposed access to Wentworth Avenue. There should be further discussion with the City, County and developer to plan for extension and construction of the median in 2021.

The County will provide the proper language for the 10-foot Trail, Drainage, and Utility Easement. A quit claim deed is required to Dakota County for the restricted access at the time of recording the plat mylars.

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 8 are 8,000 ADT and are anticipated to be 9,600 ADT by the year 2030. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded



Dakota County Surveyor's Office

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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,

A handwritten signature in black ink that reads "Todd B. Tollefson". The signature is written in a cursive style with a prominent horizontal line at the top.

Todd B. Tollefson
Secretary, Plat Commission

c: Shane LaFave; Dave Knaeble; Alyssa Jagdfeld; Laura Eder; [Bob Loken](#)

August 11, 2020

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

SUBJECT: MnDOT Review # P20-052
Roers West St. Paul Apartments
NW Quad US 952A (South Robert Street) and Wentworth Avenue
West St. Paul, Dakota County

Dear Ms.Sonnek:

Thank you for the opportunity to review the **Roers West St. Paul 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 Natalie.Ries@state.mn.us or 651-234-7681.

An equal opportunity employer

Transit:

There is a southbound bus stop on Robert St at Wentworth Ave 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 ensure avoiding possible impacts and disruptions to the stop as well as making sure the stop is up to proper specifications when the 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.

Bicycle/Pedestrian:

MnDOT Standard Plan 5-297.254 (<https://www.dot.state.mn.us/ada/pdf/driveway-sidewalk-details.pdf>) should be used for driveways off of US 952A (South Robert St) and are recommended for other driveways off of public right-of-way into/out of the development.

Wave/rolling bike racks are not optimal for bicycles because they do not provide two points of contact with the bicycle frame and often place bikes too close to each other. The applicant should instead consider u-racks, post and ring racks, or a similar type of rack that provides two points of contact and space for a u-lock to be secured. Guidance for bike racks can be found in the Association for Pedestrian and Bicycle Professionals Essentials of Bike Parking Guide https://www.apbp.org/assets/docs/EssentialsofBikeParking_FINA.pdf.

Coordinate with the City of West St Paul for hi-visibility crosswalk treatments where the River to River Greenway Trail crosses Livingston Ave.

For questions regards the above comments, contact Jesse Thorsen, Metro Multimodal, at Jesse.Thorsen@state.mn.us or 651-234-7788.

Traffic:

MnDOT recommends an entrance/exit on the west side of the Granny's Donuts parking lot for the north side street as opposed to maintaining access with S Robert Street. It will create less confusion for drivers, pedestrians and bikes regarding vehicles in the right turn for either the side street and access to Granny's Donuts.

Questions regarding this recommendation should be directed to Mathias Dall of MnDOT's Traffic Engineering Section at mathias.dall@state.mn.us or 651-234-7841.

Americans With Disabilities Act Office (ADA):

ADA office comments are attached above as file CSG- West St. Paul Apartments – City Submittal. The comments are shown in red on the second page.

For questions regards these comments, contact Todd Grugel, MnDOT ADA Office, at todd.grugel@state.mn.us or 651-366-3531.

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 of MnDOT's Water Resources section at Jason.Swenson@state.mn.us or 651-234-7539.

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 Buck.Craig@state.mn.us or 651-234-7911.

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:

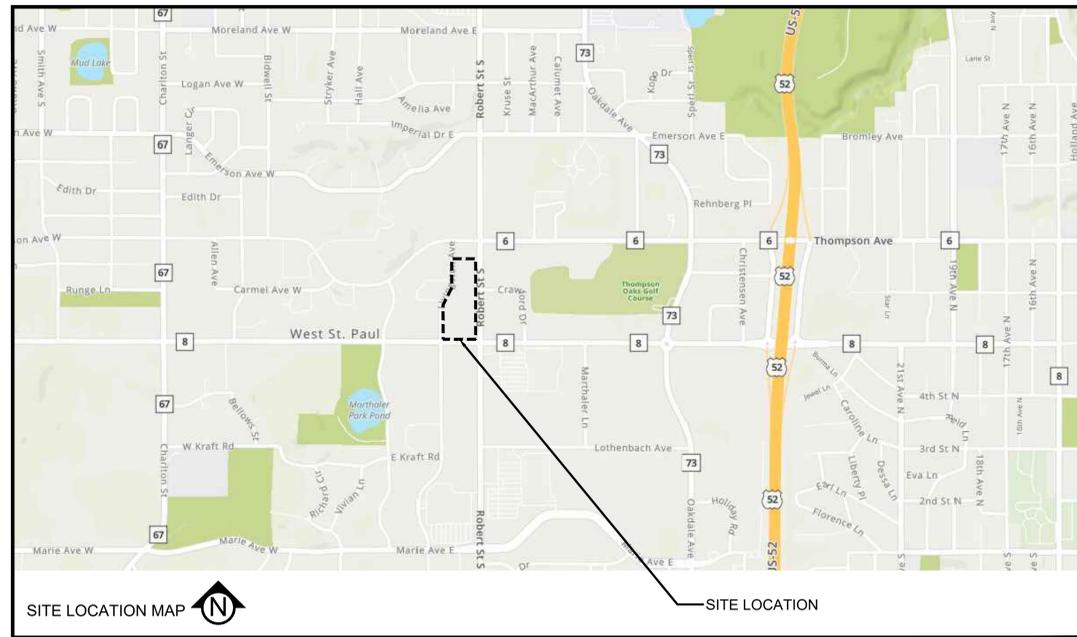
Buck Craig, Permits
Chris Chatfield, Water Resources
Molly Kline, Area Engineer
Almin Ramic, Traffic
Casey Crisp, Surveys
Mackenzie Turner Bargaen, Multimodal
Jason Junge, Transit
Russell Owen, Metropolitan Council

Lance Schowalter, Design
Jason Swenson, Water Resources
Mohamoud Mire, Area Coordinator
Natalie Ries, Noise
Benjamin Klismith, Right-of-Way
Jesse Thorsen, Multimodal
Todd Grugel, ADA

WEST ST. PAUL APARTMENTS

WEST ST. PAUL, MINNESOTA

ISSUED FOR: CITY SUBMITTAL



ARCHITECT:
 ESG ARCHITECTURE & DESIGN
 500 WASHINGTON AVE S
 SUITE 1080
 MINNEAPOLIS, MN 55415
 612-339-5508

DEVELOPER / PROPERTY OWNER:
 ROERS INVESTMENTS
 110 CHESHIRE LANE
 #120
 MINNETONKA, MN 55305
 763-285-8808

ENGINEER / LANDSCAPE ARCHITECT / SURVEYOR:
 CIVIL SITE GROUP
 4931 W 35TH STREET
 SUITE 200
 ST LOUIS PARK, MN 55416
 612-615-0060

GEOTECHNICAL ENGINEER:
 BRAUN INTERTEC
 11001 HAMPSHIRE AVE S
 MINNEAPOLIS, MN 55438
 952-995-2000



SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
V1.0	SITE SURVEY
C1.0	REMOVALS PLAN
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	CIVIL DETAILS
C5.1	CIVIL DETAILS
C5.2	CIVIL DETAILS
L1.0	LANDSCAPE PLAN
L1.1	LANDSCAPE PLAN NOTES & DETAILS
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS
SW1.2	SWPPP - DETAILS
SW1.3	SWPPP - NARRATIVE
SW1.4	SWPPP - ATTACHMENTS
SW1.5	SWPPP - ATTACHMENTS

CivilSite GROUP
 4931 W. 35TH ST. SUITE 200
 ST. LOUIS PARK, MN 55416
 CivilSiteGroup.com
 612-615-0060

ROERS COMPANIES

esc
 ARCHITECTURE & DESIGN

500 Washington Avenue South, Suite 1080
 Minneapolis, MN 55415
 p 612.339.5508 | f 612.339.5382
 www.esgarch.com

PROJECT
WEST ST PAUL APARTMENTS
 WENTWORTH AVE E & ROBERT ST S, WEST ST. PAUL, MN 55118
 ROERS COMPANIES
 110 CHESHIRE LN, SUITE 120, MINNETONKA, MN 55305

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

David J. Knaeble
 David J. Knaeble
 DATE 07/24/20 LICENSE NO. 48776

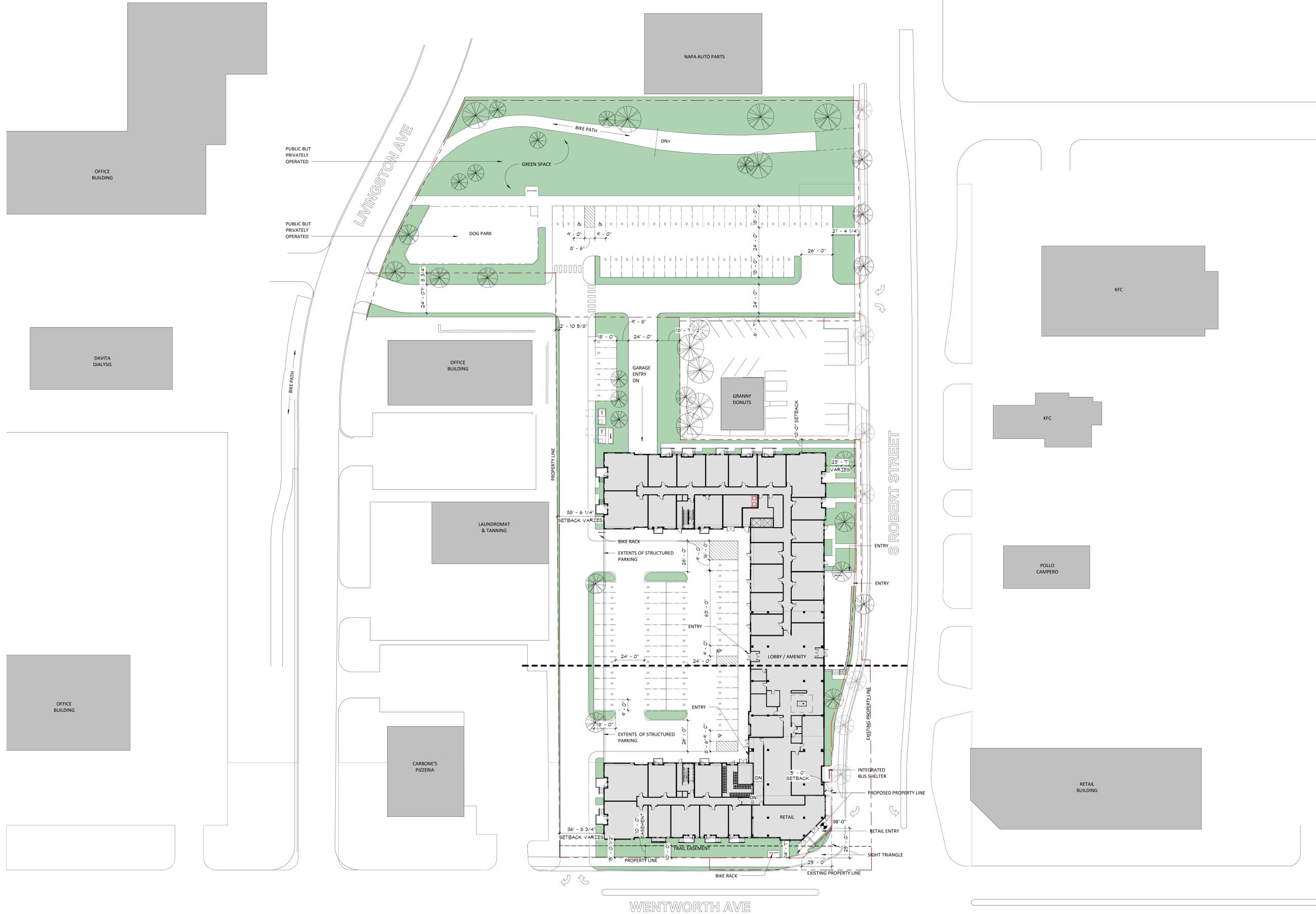
ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
07/24/2020	CITY SUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

DRAWN BY: F.J.B. REVIEWED BY: D.K.
 PROJECT NUMBER: 20167

TITLE SHEET
C0.0

NOT FOR CONSTRUCTION



SITE PLAN REVIEW
08/24/2020

ORIGINAL ISSUE:
08/21/20

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

ESG DRAWN BY ESG CHECKED BY

KEY PLAN



S Robert & Wentworth

SITE PLAN

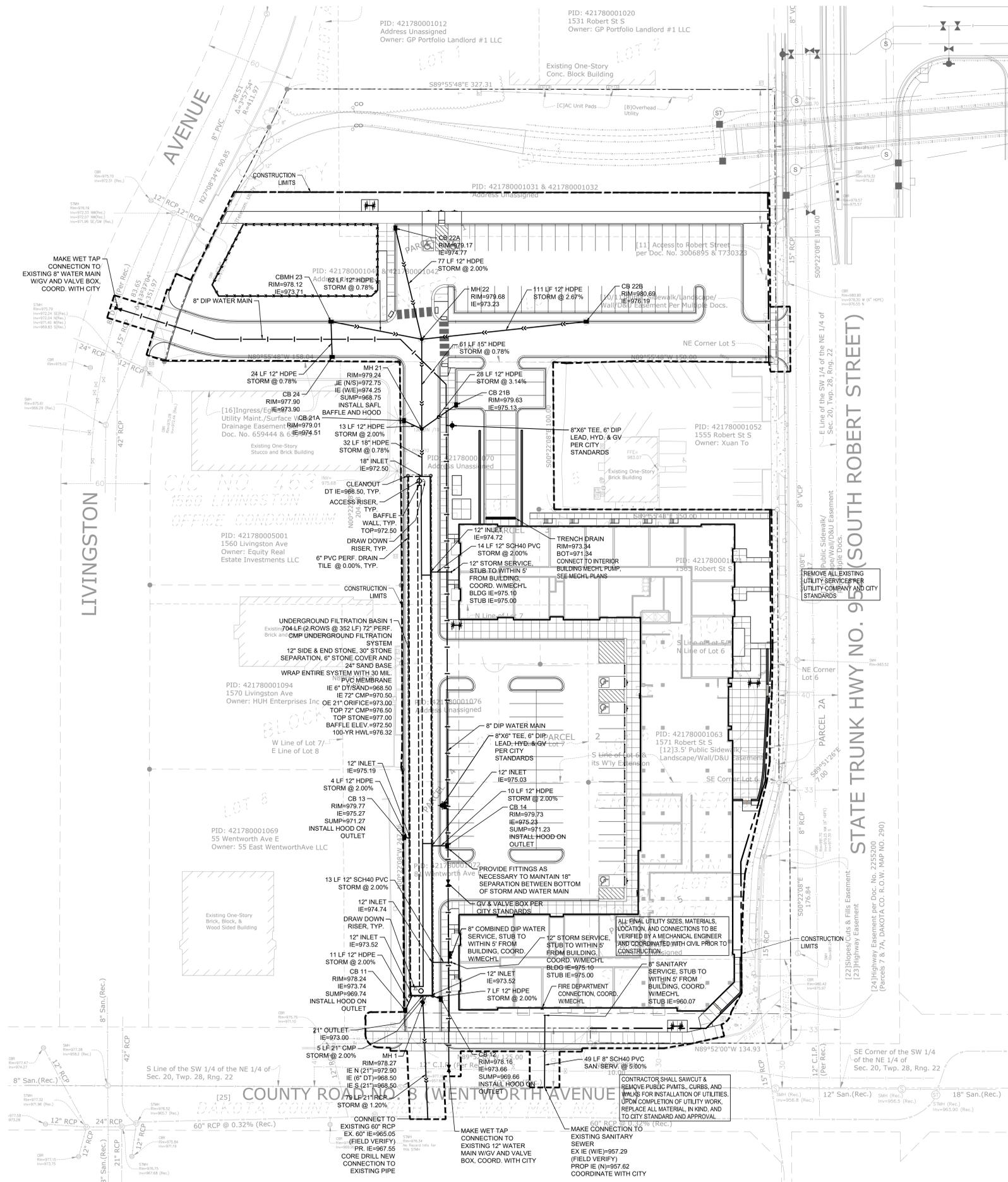
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GENERAL UTILITY NOTES:

- SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
- CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
- CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
- ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F2069, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
- ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 & F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
- PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
- UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
- ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
- HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
- A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
- A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
- ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
- CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
- COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
- COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
- ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
- ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
- CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES. COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
- CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
- ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
- ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 100 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1106.0.

CITY OF WEST ST. PAUL UTILITY NOTES:

- RESERVED FOR CITY SPECIFIC UTILITY NOTES.



UTILITY LEGEND:

- CATCH BASIN
- MANHOLE
- GATE VALVE AND VALVE BOX
- PROPOSED FIRE HYDRANT
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- FES AND RIP RAP



Know what's below.
Call before you dig.



1" = 30'-0"
15'-0" 0 30'-0"

PROJECT
WEST ST PAUL APARTMENTS
WENTWORTH AVE E & ROBERT ST S, WEST ST. PAUL, MN 55118
ROERS COMPANIES
110 CHESHIRE LN., SUITE 120, MINNETONKA, MN 55305

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

David J. Knaeble
David J. Knaeble
DATE: 07/24/20 LICENSE NO. 48776

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
07/24/20	CITY SUBMITTAL

REVISION SUMMARY

DATE	DESCRIPTION
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UTILITY PLAN

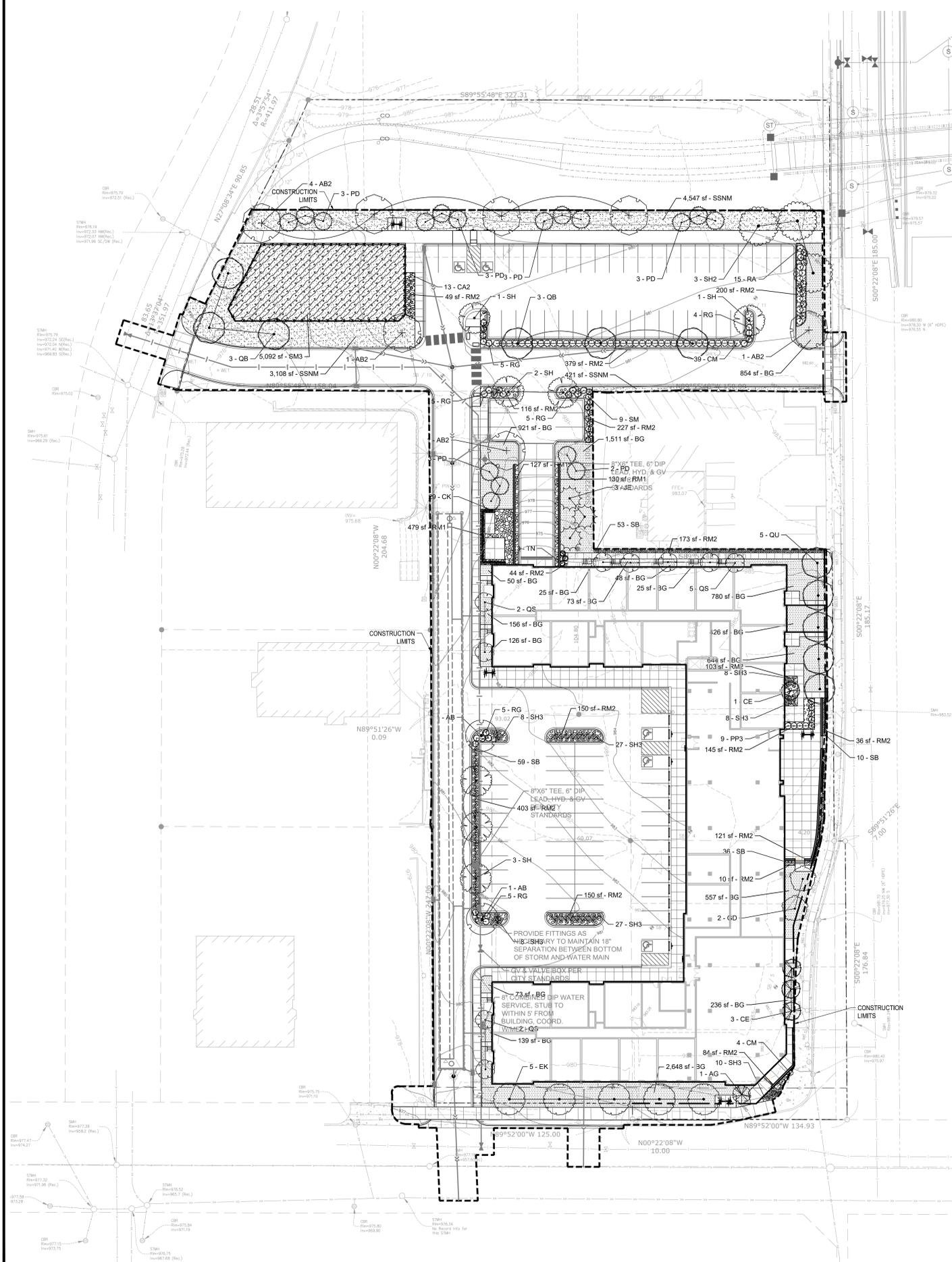
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IRRIGATION NOTES:

- ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
- CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
- CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
- IRRIGATION WATER LINE CONNECTION SIZE IS 1-1/2" AT BUILDING. VERIFY WITH MECHANICAL PLANS COVERAGE.
- ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
- ALL LATERAL LINES SHALL BE 12" BELOW FINISHED GRADE.
- ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
- CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
- CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
- FABRICATE ALL PIPE TO MANUFACTURER'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
- BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
- ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
- GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
- IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
- CONTROL WIRES: 14 GAUGE DIRECT BURIAL SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
- AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
- ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
- USE SCREENS ON ALL HEADS.
- A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
- ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
- ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASH GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTEND 3' BEYOND PERIMETER OF VALVE BOX.
- THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.

LANDSCAPE NOTES:

- WHERE SHOWN, SHRUB & PERENNIAL BEDS SHALL BE MULCHED WITH 4" DEPTH (MINIMUM AFTER INSTALLATION AND/OR TOP DRESSING OPERATIONS) OF SHREDDED CYPRESS MULCH.
- ALL TREES SHALL BE MULCHED WITH SHREDDED CYPRESS MULCH TO OUTER EDGE OF SAUCER OR TO EDGE OF PLANTING BED, IF APPLICABLE. ALL MULCH SHALL BE KEPT WITHIN A MINIMUM OF 2" FROM TREE TRUNK.
- IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLEMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
- PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
- UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
- CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR ONE (1) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 4" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
- REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
- REPAIR AT NO COST TO THE OWNER IRRIGATION SYSTEM DAMAGED FROM LANDSCAPE CONSTRUCTION ACTIVITIES.
- PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
- CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.



PLANT SCHEDULE

DECIDUOUS TREES	QTY	COMMON / BOTANICAL NAME	CONT
AB	2	Autumn Blaze Maple / Acer x freemanii 'Jeffersred' TM	2.5" Cal. B&B
AB2	7	Autumn Blaze Maple / Acer x freemanii 'Jeffersred' TM	3" Cal. B&B
GD	2	Street Keeper Honey Locust / Gleditsia triacanthos 'Draves' TM	2.5" Cal. B&B
SH	7	Skyline Thornless Honey Locust / Gleditsia triacanthos inermis 'Skycole' TM	2.5" Cal. B&B
SH2	3	Skyline Thornless Honey Locust / Gleditsia triacanthos inermis 'Skycole' TM	3" Cal. B&B
EK	5	Espresso Kentucky Coffeetree / Gymnocladus dioica 'Espresso'	2.5" Cal. B&B
QB	6	Swamp White Oak / Quercus bicolor	2.5" Cal. B&B
QU	5	Urban Pinnacle Oak / Quercus macrocarpa 'Urban Pinnacle'	2.5" Cal. B&B
QS	9	Crimson Spire Oak / Quercus robur x alba 'Crimschmidt' TM	2.5" Cal. B&B
EVERGREEN TREES	QTY	COMMON / BOTANICAL NAME	CONT
JE	3	Eastern Red Cedar / Juniperus virginiana	6" B&B
PD	17	Black Hills Spruce / Picea glauca 'Densata'	6" B&B
ORNAMENTAL TREES	QTY	COMMON / BOTANICAL NAME	CONT
AG	1	Autumn Brilliance Serviceberry / Amelanchier x grandiflora 'Autumn Brilliance'	1.5" Cal. B&B
CE	4	Eastern Redbud Multi-trunk / Cercis canadensis	#20 CONT.
SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE
CM	43	Muskingum Gray Dogwood / Cornus racemosa 'Muskingum'	#2 CONT.
CA2	13	Arctic Fire Dogwood / Cornus sericea 'Arctic Fire'	#5 CONT.
PP3	9	Mugo Pine / Pinus mugo 'Pumilio'	#5 CONT.
RG	29	Gro-Low Fragrant Sumac / Rhus aromatica 'Gro-Low'	#5 CONT.
RA	15	Alpine Currant / Ribes alpinum	#5 CONT.
SM	9	Dwarf Korean Lilac / Syringa meyeri 'Palibin'	#7 CONT.
TN	3	Nova Japanese Yew / Taxus cuspidata 'Nova'	#5 CONT.
GRASSES	QTY	COMMON / BOTANICAL NAME	SIZE
CK	29	Feather Reed Grass / Calamagrostis x acutiflora 'Karl Foerster'	#1 CONT.
SB	158	Blue Heaven Little Bluestem / Schizachyrium scoparium 'Blue Heaven'	#1 CONT.
SH3	96	Prairie Dropseed / Sporobolus heterolepis	#1 CONT.
GROUND COVERS	CODE	COMMON / BOTANICAL NAME	
	RM2	Decorative Rock Mulch / Decorative Rock Mulch 2"-4" decorative, provide samples	
	SM3	Dog Park Mulch / Dog Park Mulch	
	SSNM	Shooting Star No Mow Fine Fescue Mix / No MowSeed Mix Locally sourced seed. Install at supplier recommended rate, water and protect during min. 21 day establishment period.	
	RM1	Rock Maintenance Strip / Rock Maintenance Strip 1" River rock over filter fabric, include edging as shown & needed. See detail.	
	BG	Blue Grass Based / Sod Commercially grown, locally sourced, blue-grass based sod. "Big Roll" preferred. Install per supplier recommendations	

LANDSCAPE CALCULATIONS

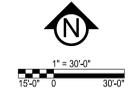
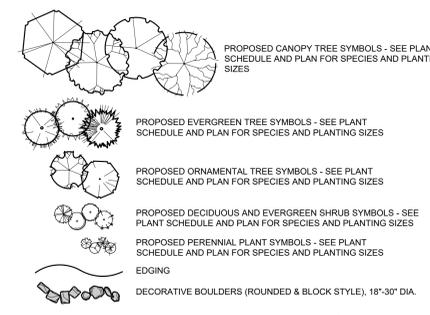
REQUIRED TREES:
PERIMETER CALCULATION
1 TREE PER 40 LF SITE PERIMETER
2251 / 40 = 57

TREE REPLACEMENT CALCULATION
REPLACE 30% OF REMOVED CALIPER INCHES
CALIPER INCHES REMOVED = 80
(SEE TREE REMOVAL TABLE)
30% REPLACEMENT = 24
NUMBER OF TREES (@ 3 CAL) REQUIRED = 8

SUBTOTAL TREES REQUIRED: 65

NUMBER OF EXIST. TREES PROTECTED: 0
(SEE TREE REMOVAL TABLE)
TOTAL NUMBER OF TREES REQUIRED: 65

LEGEND



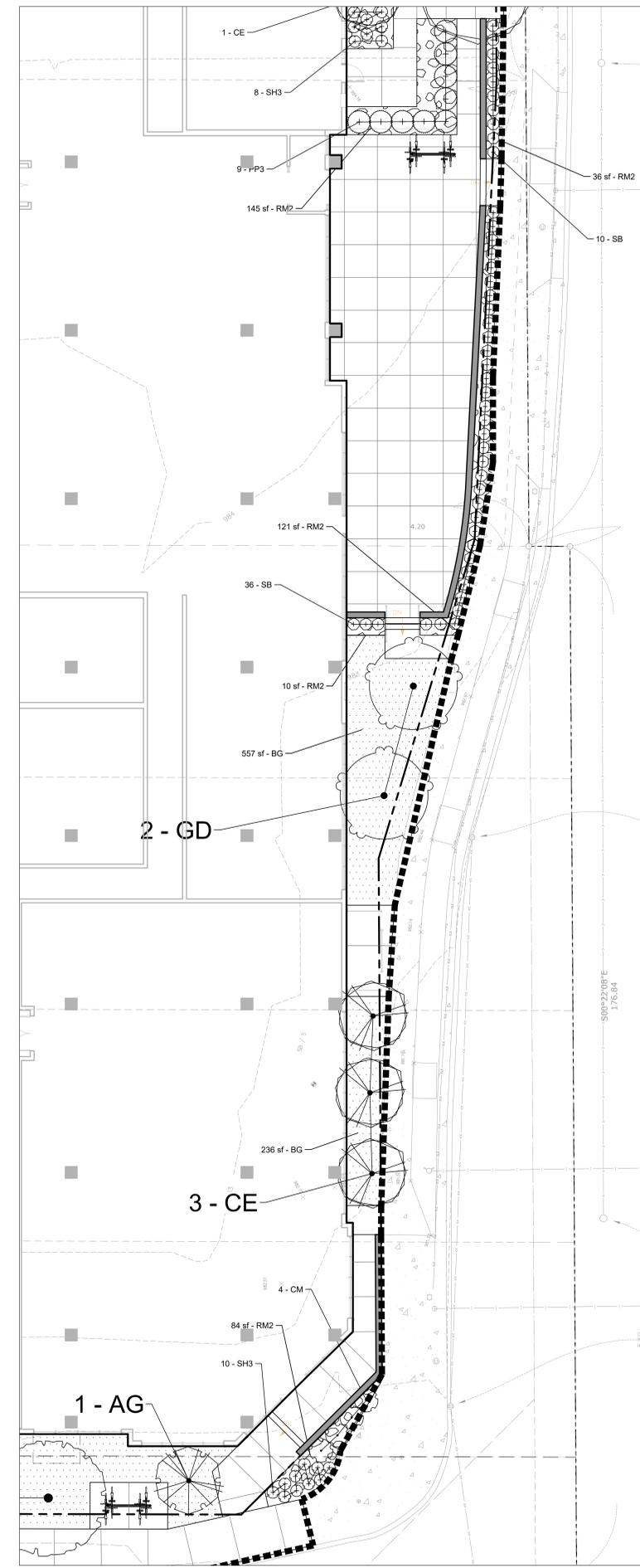
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Patrick J. Sarver
Patrick J. Sarver
DATE: 07/24/20 LICENSE NO. 24904

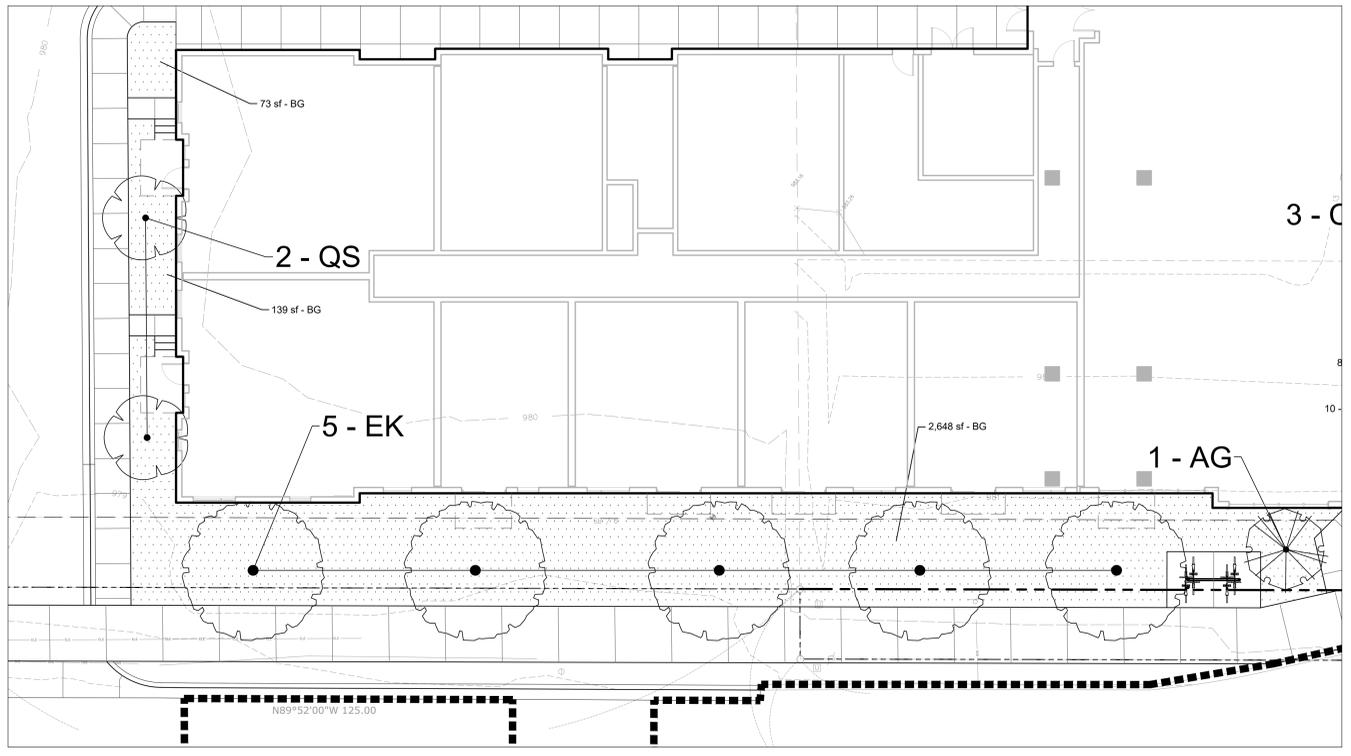
ISSUE/SUBMITTAL SUMMARY
DATE: 07/24/20 DESCRIPTION: CITY SUBMITTAL

REVISION SUMMARY
DATE: DESCRIPTION:

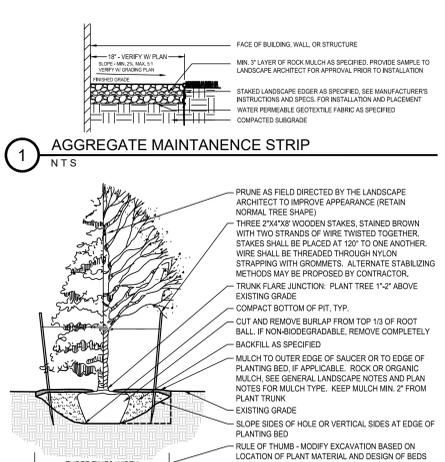
DRAWN BY: F.J.B. REVIEWED BY: D.K.
PROJECT NUMBER: 20187



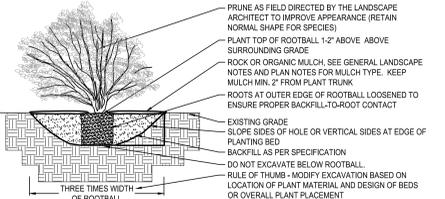
7 ROBERT STREET & FOUNDATION PLANTING



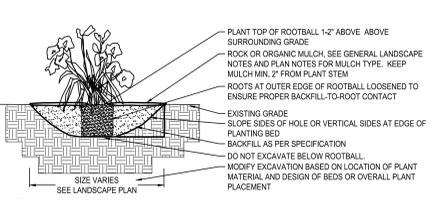
5 WENTWORTH STREET & FOUNDATION PLANTING



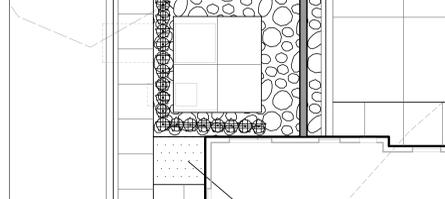
1 AGGREGATE MAINTENANCE STRIP



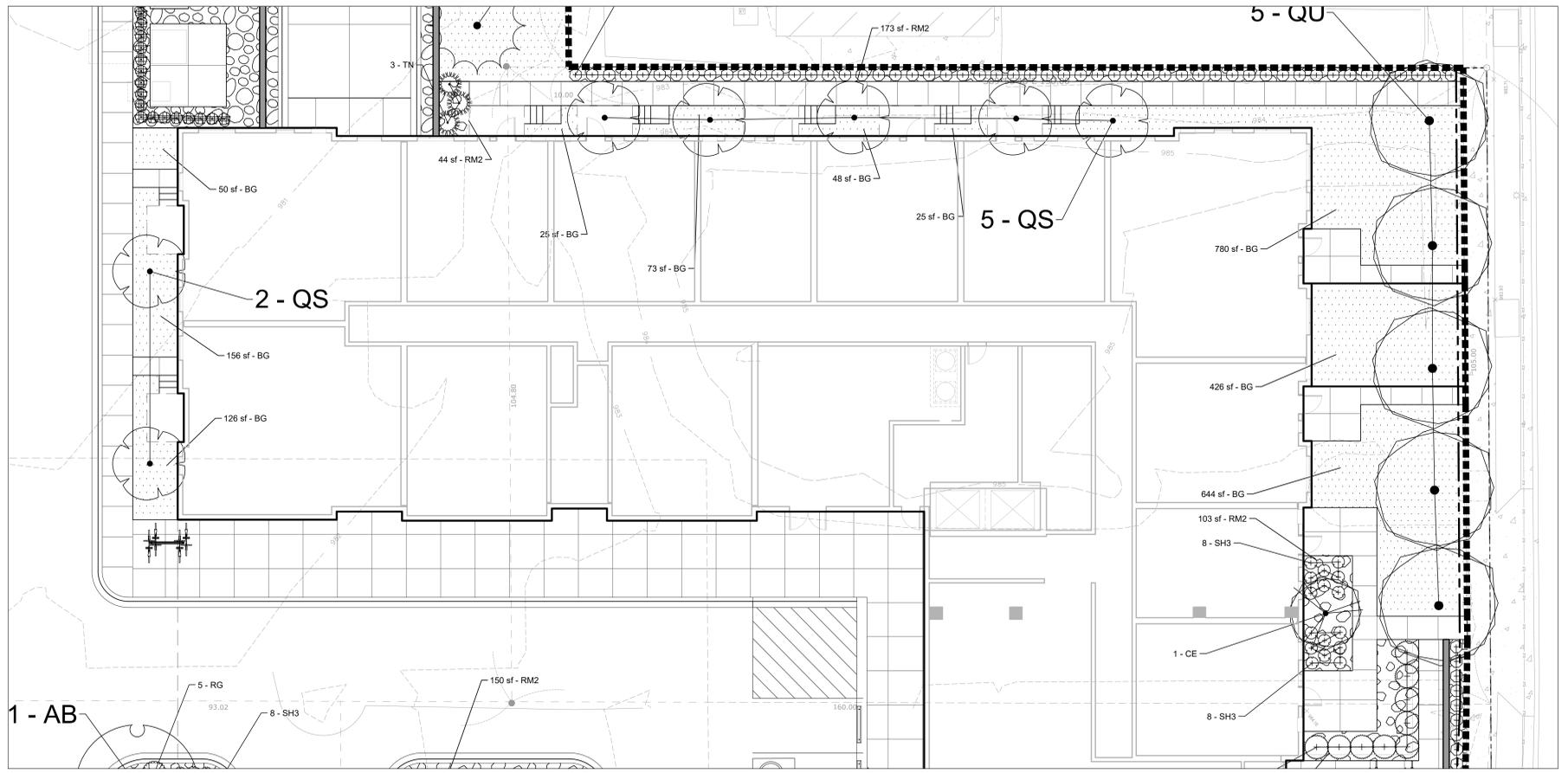
2 DECIDUOUS & CONIFEROUS TREE PLANTING



3 DECIDUOUS & CONIFEROUS SHRUB PLANTING



4 PERENNIAL BED PLANTING



6 NORTH WING & FOUNDATION PLANTING

ROBERT STREET & WENTWORTH AVENUE

NOT FOR CONSTRUCTION

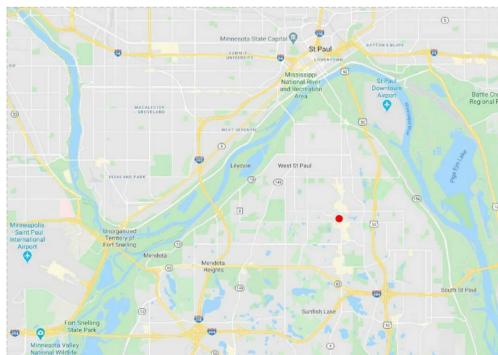


1571 ROBERT STREET WEST ST PAUL, MINNESOTA

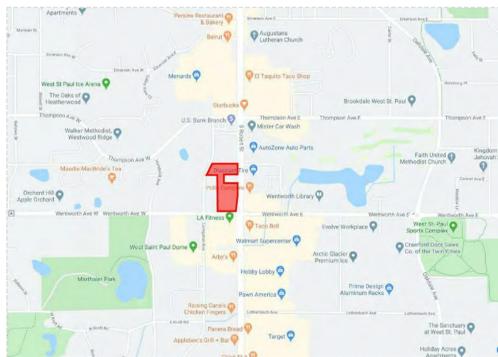
DRAWING INDEX

DRAWING INDEX - ENTITLEMENTS		
DRAWING NUMBER	DRAWING NAME	LAND USE
T1-1	TITLE SHEET	•
CIVIL		
C.0	REFER TO CIVIL INDEX	•
ARCHITECTURAL		
A0-0	EXISTING CONDITIONS	•
A0-0b	EXISTING CONDITIONS	•
A0-1	SITE PLAN	•
A0-2	DESIGN PERSPECTIVES	•
A1-1	FLOOR PLANS	•
A1-2	FLOOR PLANS	•
A3-1	EXTERIOR ELEVATIONS	•
A3-2	EXTERIOR ELEVATIONS	•

PROJECT LOCATION



Vicinity



Site Location

PROJECT TEAM

OWNER/DEVELOPER: Roers Companies
110 Cheshire Lane, Suite 120
Minnetonka, MN 55305
Ph: 763-285-8808

ARCHITECT: Elness Swenson Graham Architects, Inc.
500 Washington Ave. South, Suite 1080
Minneapolis, MN 55415
Ph: 612-339-5508
Fx: 612-339-5382

CONTRACTOR: T.B.D.

CIVIL ENGINEER: Civil Site Group, PC
4931 West 35th Street, Suite 200
St. Louis Park, Minnesota 55416
Ph: 612-615-0060

LANDSCAPE ARCHITECT: Civil Site Group, PC
4931 West 35th Street, Suite 200
St. Louis Park, Minnesota 55416
Ph: 612-615-0060

STRUCTURAL ENGINEER: Meyer Borgman Johnson
510 S Marquette Ave #900
Minneapolis, MN 55402
Ph: 612-338-0713

MECHANICAL ENGINEER: T.B.D.

PLUMBING ENGINEER: T.B.D.

ELECTRICAL ENGINEER: T.B.D.

METRICS

Use	Name	Elevation	Gross Area		Departments										Parking			
			Project GSF	Residential GSF	Residential Efficiency	Residential	Amenity	Common / Circulation	Service	Retail	Parking	Terrace	Exterior	n/a	Vehicle	Bicycle		
LEVEL 5		146.0	34,907	21,421	79%	27,173	3,555	-	4,248	1,490	-	-	-	-	-	-	0	0
LEVEL 4		134.3	35,815	34,324	84%	30,081	-	-	4,243	1,490	-	-	786	-	-	-	0	0
LEVEL 3		123.7	35,815	34,324	84%	30,081	-	-	4,243	1,490	-	-	-	-	-	-	0	0
LEVEL 2		113.0	35,815	34,324	84%	30,081	-	-	4,243	1,490	-	-	-	-	-	-	0	0
LEVEL 1		100.0	35,815	21,581	49%	17,388	7,087	-	4,193	1,499	5,268	-	1,978	-	-	-	101	54
LOWER LEVEL		88.5	60,202	647	0%	-	-	-	647	1,438	-	-	-	-	-	-	164	66
Totals			237,786	156,621	59%	134,803	8,682	21,818	9,099	5,268	18,117	2,704	-	-	-	-	265	120

Summary / Calculations	
237,786	Total Project GSF
134,803	Total Residential SF
265	Parking Spaces
220	Beds
187	Units
1272	Project GSF / Unit
723	Residential SF / Unit
1.20	Parking Ratio / Beds
1.42	Parking Ratio / Units
0.55	Bicycle Ratio / Beds
0.64	Bicycle Ratio / Unit

Level	Unit Name					
	1 BED	1 BED + DEN	2 BED	STUDIO		
	Beds/Unit	1	1	2	1	
	Baths/Unit	1	1.5	2	1	
	SF/Unit (Average)	675	774	1135	535	
LEVEL 5	38	19	2	7	10	
LEVEL 4	42	20	2	7	13	
LEVEL 3	42	20	2	7	13	
LEVEL 2	42	20	2	7	13	
LEVEL 1	23	12	1	5	5	
LOWER LEVEL	0	0	0	0	0	
	Total Units/Type	91	9	33	54	0
	Total Beds/Type	91	9	66	54	0
	Total Bath/Type	91	13.5	66	54	0
	Total SF/Type	61,460	6,968	37,462	28,914	-
	% of total beds	41.4%	4.1%	30.0%	24.5%	0.0%
	% of total units	48.7%	4.8%	17.6%	28.9%	0.0%

Level	Parking Type-Use	9'-0" X 18'		ACCESSIBLE STALL	BICYCLE	9'-0" X 18'		9'-0" X 15'	
		STANDARD	STALL			STANDARD	COMPACT		
LEVEL 5	0	0	0	0	0	0	0	0	0
LEVEL 4	0	0	0	0	0	0	0	0	0
LEVEL 3	0	0	0	0	0	0	0	0	0
LEVEL 2	0	0	0	0	0	0	0	0	0
LEVEL 1	155	97	4	54	0	0	0	0	0
LOWER LEVEL	230	92	4	66	66	2	0	0	0
	Total Stalls/Type	189	8	120	66	2	0	0	0
	% of total Stalls	49.1%	2.1%	31.2%	17.1%	0.5%	0.0%	0.0%	0.0%

SITE PLAN REVIEW 07/24/2020

ORIGINAL ISSUE:
07/24/2020

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

AJ
DRAWN BY LE
CHECKED BY

KEY PLAN

S Robert & Wentworth

TITLE SHEET

T1-1

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

Signature _____

Typed or Printed Name _____

License # _____ Date _____

**NOT FOR
CONSTRUCTION**



1 NORTHWEST AT ROBERT ST AND WENTWORTH AVE



2 NORTHEAST AT ROBERT ST AND WENTWORTH AVE



3 WEST AT ROBERT ST



4 SOUTHWEST AT ROBERT ST AND WENTWORTH AVE



5 SOUTHEAST AT ROBERT ST AND WENTWORTH AVE



6 WEST AT ROBERT ST



7 EAST AT LIVINGSTON AVE



8 NORTH AT WENTWORTH AVE



EXISTING SITE CONTEXT

SITE PLAN REVIEW
07/24/2020

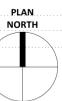
ORIGINAL ISSUE:
07/24/2020

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

AJ DRAWN BY LE CHECKED BY

KEY PLAN



S Robert & Wentworth

EXISTING CONDITIONS

A0-0

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

Signature _____

Typed or Printed Name _____

License # _____ Date _____

NOT FOR CONSTRUCTION



SITE PLAN REVIEW
07/24/2020

ORIGINAL ISSUE:
07/24/2020

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

Author _____
DRAWN BY CHECKED BY

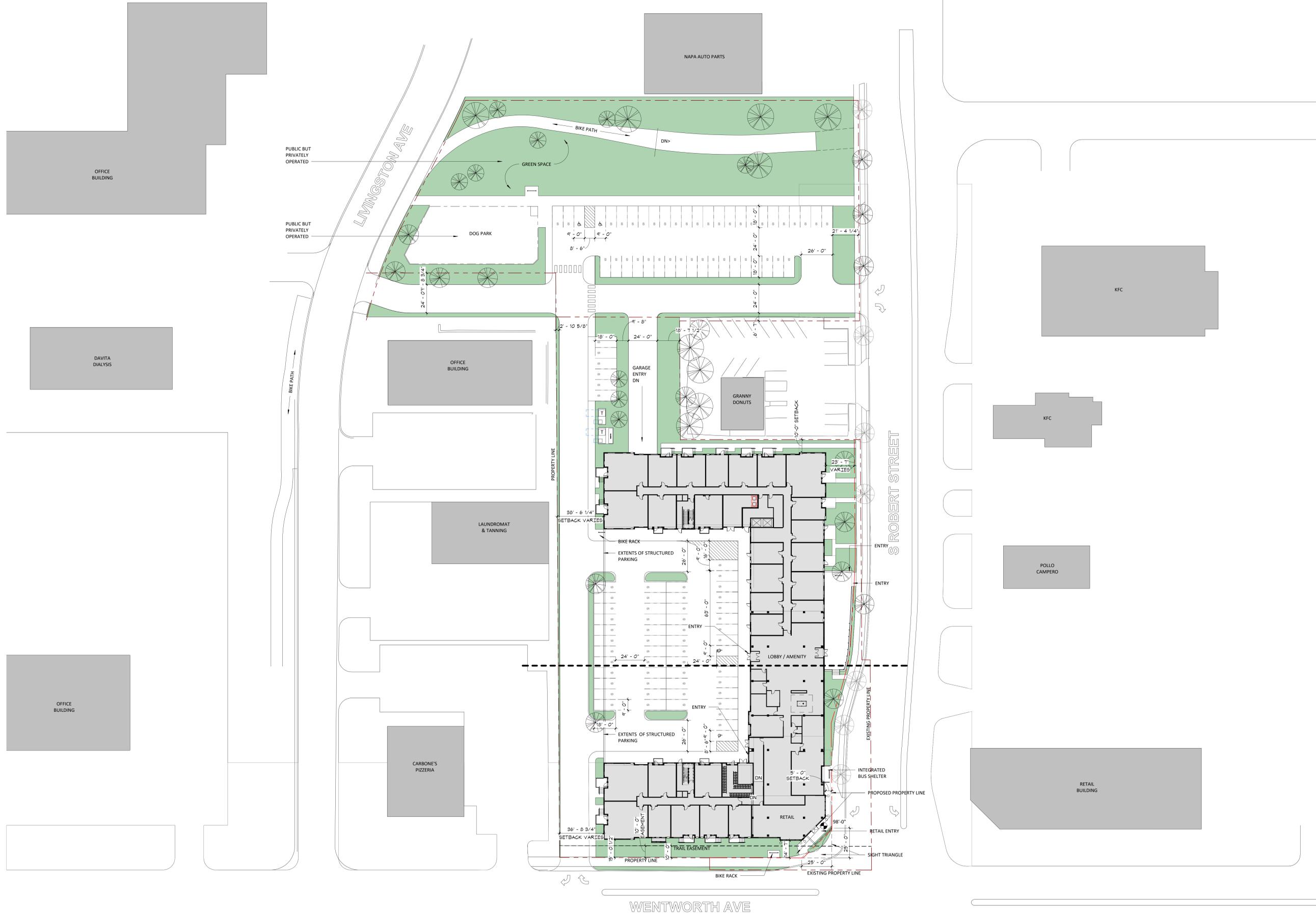
KEY PLAN

S Robert & Wentworth

EXISTING CONDITIONS

A0-0b

NOT FOR CONSTRUCTION



SITE PLAN REVIEW
08/24/2020

ORIGINAL ISSUE:
08/21/20

REVISIONS:
No. Description Date

220515

PROJECT NUMBER

ESG

DRAWN BY

ESG

CHECKED BY

KEY PLAN



S Robert & Wentworth

SITE PLAN

A0-1

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

Signature _____

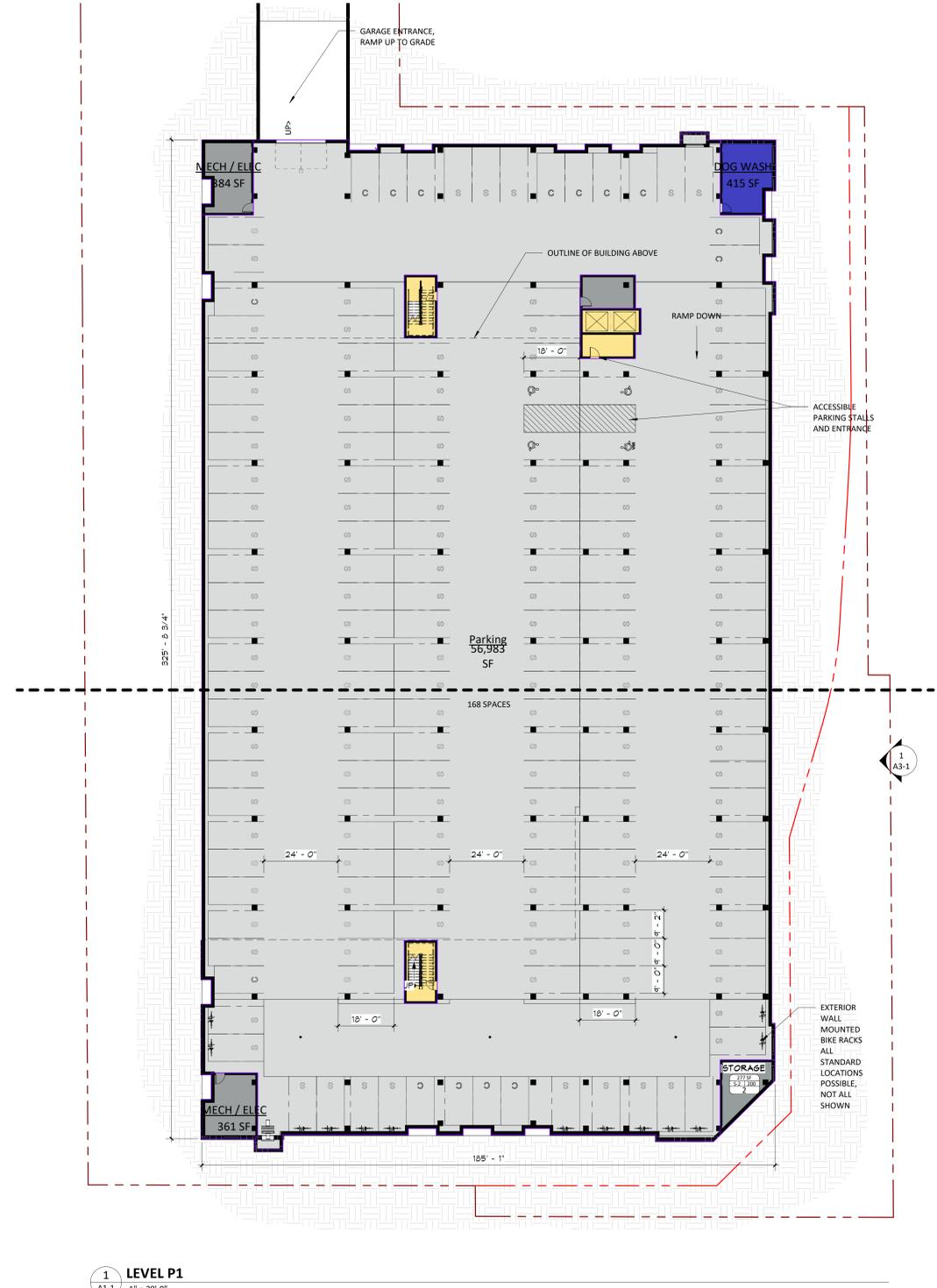
Typed or Printed Name _____

License # _____ Date _____

NOT FOR CONSTRUCTION



2 STREET LEVEL PLAN
A1-1 1" = 20'-0"



1 LEVEL P1
A1-1 1" = 20'-0"

SITE PLAN REVIEW
08/24/2020

ORIGINAL ISSUE:
08/21/20

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

ESG DRAWN BY ESG CHECKED BY

KEY PLAN



S Robert & Wentworth

FLOOR PLANS
A1-1

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

Signature _____

Typed or Printed Name _____

License # _____ Date _____

**NOT FOR
CONSTRUCTION**



PERSPECTIVE VIEW OF CORNER AT ROBERT STREET AND WENTWORTH AVENUE



PERSPECTIVE VIEW OF RESIDENTIAL ENTRY ALONG ROBERT STREET



PERSPECTIVE VIEW OF RETAIL CORNER AT ROBERT STREET AND WENTWORTH AVENUE

SITE PLAN REVIEW
07/24/2020

ORIGINAL ISSUE:
07/24/2020

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

AJ Checker
DRAWN BY CHECKED BY

KEY PLAN

S Robert & Wentworth

DESIGN PERSPECTIVES
A0-2

PERCENTAGE	MATERIAL PERCENTAGE			
	BRICK	COMPOSITE WOOD PRODUCT	FIBER CEMENT PANEL	METAL CHANNEL
Primary	16%	15%	22%	22%
Secondary	DARK 27%	28%	27%	25%
Primary	LIGHT 24%	17%	18%	20%
Secondary	ACCENT 5%	4%	5%	4%
Primary	GLAZING 27%	36%	29%	29%
TOTAL	100%	100%	100%	100%

NOTE:
DARK - PREFINISHED CORRUGATED METAL AND CHANNELS
LIGHT - FIBER CEMENT PANEL
ACCENT - COMPOSITE WOOD PRODUCT (LONGBOARD OR SIMILAR)
*MATERIAL AREAS AND PERCENTAGES ARE ESTIMATES BASED ON 2D ELEVATIONS



3 SOUTH ELEVATION
A3-1 3/32" = 1'-0"



1 EAST ELEVATION
A3-1 3/32" = 1'-0"



4 WEST ELEVATION
A3-1 3/32" = 1'-0"

NOT FOR CONSTRUCTION

SITE PLAN REVIEW
07/24/2020

ORIGINAL ISSUE:
07/24/2020
REVISIONS:
No. Description Date

220515
PROJECT NUMBER
AJ DRAWN BY
KEY PLAN
Checker CHECKED BY

S Robert & Wentworth

EXTERIOR ELEVATIONS

A3-1

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

Signature _____

Typed or Printed Name _____

License # _____ Date _____

NOT FOR CONSTRUCTION



3 COURT - SOUTH ELEVATION
A3-2 3/32" = 1'-0"



2 COURT - NORTH ELEVATION
A3-2 3/32" = 1'-0"



1 NORTH ELEVATION
A3-2 3/32" = 1'-0"

SITE PLAN REVIEW
07/24/2020

ORIGINAL ISSUE:
07/24/2020

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

AJ Checker
DRAWN BY CHECKED BY
KEY PLAN

S Robert & Wentworth

EXTERIOR ELEVATIONS

A3-2

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

RESOLUTION NO. 20-

**RESOLUTION APPROVING CONDITIONAL USE PERMITS TO ALLOW
A MIXED USE COMMERCIAL/RESIDENTIAL STRUCTURE AND
A STRUCTURE WITH MORE THAN 16 DWELLING UNITS
AT 1571 ROBERT ST (ROERS COMPANIES)**

WHEREAS, conditional use permit have been submitted to the City for properties proposed to be identified as:

PROPOSED: Lot 1, Block 1, Robert and Wentworth Redevelopment

WHEREAS, a public hearing concerning the conditional use permits was held before the West St. Paul Planning Commission on August 18, 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 1571 Robert St., as requested by ESG Architects on behalf of Roers Companies, 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 31st day of August, 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 A FIVE STORY MIXED USE
BUILDING AT 1571 ROBERT ST. (ROERS COMPANIES)**

WHEREAS, a site plan application has been submitted to the City of West St. Paul for properties proposed to be identified as:

PROPOSED: Lot 1, Block 1, Robert and Wentworth Redevelopment

WHEREAS, a public hearing concerning the site plan was held before the West St. Paul Planning Commission on August 18, 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 1571 Robert St., requested by ESG Architects on behalf of Roers Companies, 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 an irrigation plan is submitted upon application of a building permit,
5. All signage must comply with section 153 of the zoning ordinance,
6. The applicant shall consider the recommendations of the Environmental Committee per the attached memo dated August 7, 2020,
7. The applicant shall adhere to/address all items outlined in the WSB Engineering memo dated August 12, 2020,
8. The applicant shall adhere to the items outlined in the Dakota County Plat Commission memo dated August 7, 2020,
9. The applicant shall address the items outlined in the MnDot memo dated August 11, 2020,
10. The proposed dog park as shown on the submitted plans shall not to be used in the future for additional surface parking and/or proof-of-parking, and

11. The applicant shall revise the site plan to remove the few parking stalls on the northern most portion of the site that abut Robert St.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August 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 1571 ROBERT ST
(ROERS COMPANIES)**

WHEREAS, preliminary and final plat applications have been submitted to the City for properties currently identified as:

CURRENT:

Parcel 1: Lots 3 and 4, Block 1, CITY CENTER ADDITION, Dakota County, Minnesota.

Abstract and Torrens Property

Parcel 2: Lot 6, Block 1, City Center Addition, West St. Paul Dakota County, Minnesota; and that part of Lot 7, beginning at a point on the East line of said Lot 7, at the point of intersection with the South line of Lot 6; thence Westerly along the South line of said Lot 6, extended a distance of 60.07 feet; thence Northerly and parallel with the East line of Lot 7 to the North line of Lot 6 extended; thence Easterly along the North line of Lot 6 extended to the East line of Lot 7; thence Southerly along the East line of Lot 7 to the point of beginning, situated in Block 1, City Center Addition, West St. Paul, Dakota County, Minnesota, EXCEPT that part of Lot 6, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying Easterly of a line run from Northeast corner of said Lot 6 to a point on the South line of said Lot 6 distant 4.20 feet Westerly of the Southeast corner of said Lot 6.

Parcel 2A: That part of Lot 6, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying Easterly of a line run from Northeast corner of said Lot 6 to a point on the South line of said Lot 6 distant 4.20 feet Westerly of the Southeast corner of said Lot 6. Dakota County, Minnesota.

Abstract Property

Parcel 3: That part of Lots 5 and 7, Block 1, City Center Addition, Dakota County, described as follows:

Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.0 feet to a line 100.00 feet Southerly of, as measured at right angles to the North line of said Lot 5 and to the point of beginning of the land to be described; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of Said Lot 5, a distance of 160.00 feet; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line of Lot 6, said Block 1; thence North 90 degrees 00 minutes 00 seconds East along said Westerly extension and along said Northerly line of Lot 6 a distance of 160.00 feet to said Easterly line of Lot 5; thence North 0 degrees 30 minutes 42 seconds West along said Easterly line of Lot 5 a distance of 105.00 feet to the point of beginning, Dakota County, Minnesota .

AND

That part of Lots 5 and 7, Block 1, City Center Addition, Dakota County, described as follows: Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.0 feet to a line distant 100.00 feet Southerly of, as measured at right angles to the Northerly line of said Lot 5; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of Said Lot 5, a distance of 160.00 feet to the point of beginning of the land to be described; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line of Lot 6, said Block 1; thence North 90 degrees 00 minutes 00 seconds West along said Westerly extension of Lot 6 a distance of 93.02 feet to a line distant 253.01 feet Westerly of, as measured at right angles to the Easterly line of said Lot 5; thence North 0 degrees 30 minutes 42 seconds West, parallel with said Easterly line of Lot 5, a distance of 204.68 feet to the Northerly line of said Lot 5; thence North 89 degrees 55 minutes 38 seconds East along the Northerly line of said Lot 5 a distance of 103.01 feet to a line distant 150.00 feet Westerly of, as measured at right angles to said Easterly line of Lot 5; thence South 0 degrees 30 minutes 42 seconds East a distance of 100.00 feet to a line distant 100.00 feet Southerly of, as measured at right angles to the Northerly line of said Lot 5; thence South 89 degrees 55 minutes 38 seconds West, parallel with said Northerly line of Lot 5, a distance of 10.00 feet to the point of beginning.

Parcel 4: The East 125 feet of the South 166.84 feet of Lot Seven (7), Block One (1), City Center Addition according to the recorded plat thereof.

AND

Lot Seven (7) Block One (1), City Center Addition, Dakota County, Minnesota, except the East 125.00 feet of the South 166.84 feet and except the West 40.08 feet of said Lot 7, and except the North 40.00 feet of said Lot 7, and except that part of said Lot 7, described as follows: Beginning at the point of intersection with the East line of said Lot 7, and the South line of Lot 6, Block 1, City Center Addition; thence Westerly along the Westerly extension of the South line of said Lot 6, a distance of 60.07 feet; thence Northerly parallel with the East line of said Lot 7 to the intersection with the Westerly extension of the North line of said Lot 6; thence Easterly along the Westerly extension of the North line of said Lot 6 to the East line of said Lot 7; thence Southerly along the East line of said Lot 7 to the point of beginning.

Abstract

Parcel 5: Lots 4, 5, 6, and 7, Block 1, Erchingers Addition to South St. Paul, 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 August 18, 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 1571 Robert St., requested by ESG Architects on behalf of Roers Companies, 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, prior to recording, per the recommendations outlined in the attached memos from the Dakota County Plat Commission and MnDot,
3. Prior to recording the final plat, the applicant shall include 10 foot drainage/utility easements along the property line that abuts Livingston Ave, and a 5 foot drainage/utility easement along the north property line that abuts another lot, and
4. The final plat shall be recorded within one year of approval and prior to application of a building permit.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August, 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 1571 ROBERT ST FROM
B6 – TOWN CENTER MIXED USE TO
PLANNED MIXED USE DEVELOPMENT (PMD), WITH
B6 – TOWN CENTER MIXED USE 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 underlying zoning for the properties currently identified as:

CURRENT:

Parcel 1: Lots 3 and 4, Block 1, CITY CENTER ADDITION, Dakota County, Minnesota.
Abstract and Torrens Property

Parcel 2: Lot 6, Block 1, City Center Addition, West St. Paul Dakota County, Minnesota; and that part of Lot 7, beginning at a point on the East line of said Lot 7, at the point of intersection with the South line of Lot 6; thence Westerly along the South line of said Lot 6, extended a distance of 60.07 feet; thence Northerly and parallel with the East line of Lot 7 to the North line of Lot 6 extended; thence Easterly along the North line of Lot 6 extended to the East line of Lot 7; thence Southerly along the East line of Lot 7 to the point of beginning, situated in Block 1, City Center Addition, West St. Paul, Dakota County, Minnesota, EXCEPT that part of Lot 6, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying Easterly of a line run from Northeast corner of said Lot 6 to a point on the South line of said Lot 6 distant 4.20 feet Westerly of the Southeast corner of said Lot 6.

Parcel 2A: That part of Lot 6, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota, lying Easterly of a line run from Northeast corner of said Lot 6 to a point on the South line of said Lot 6 distant 4.20 feet Westerly of the Southeast corner of said Lot 6. Dakota County, Minnesota.
Abstract Property

Parcel 3: That part of Lots 5 and 7, Block 1, City Center Addition, Dakota County, described as follows:
Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.0 feet to a line 100.00 feet Southerly of, as measured at right angles to the North line of said Lot 5 and to the point of beginning of the land to be described; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of Said Lot 5, a distance of 160.00 feet; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line

of Lot 6, said Block 1; thence North 90 degrees 00 minutes 00 seconds East along said Westerly extension and along said Northerly line of Lot 6 a distance of 160.00 feet to said Easterly line of Lot 5; thence North 0 degrees 30 minutes 42 seconds West along said Easterly line of Lot 5 a distance of 105.00 feet to the point of beginning, Dakota County, Minnesota .

AND

That part of Lots 5 and 7, Block 1, City Center Addition, Dakota County, described as follows: Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.0 feet to a line distant 100.00 feet Southerly of, as measured at right angles to the Northerly line of said Lot 5; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of Said Lot 5, a distance of 160.00 feet to the point of beginning of the land to be described; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line of Lot 6, said Block 1; thence North 90 degrees 00 minutes 00 seconds West along said Westerly extension of Lot 6 a distance of 93.02 feet to a line distant 253.01 feet Westerly of, as measured at right angles to the Easterly line of said Lot 5; thence North 0 degrees 30 minutes 42 seconds West, parallel with said Easterly line of Lot 5, a distance of 204.68 feet to the Northerly line of said Lot 5; thence North 89 degrees 55 minutes 38 seconds East along the Northerly line of said Lot 5 a distance of 103.01 feet to a line distant 150.00 feet Westerly of, as measured at right angles to said Easterly line of Lot 5; thence South 0 degrees 30 minutes 42 seconds East a distance of 100.00 feet to a line distant 100.00 feet Southerly of, as measured at right angles to the Northerly line of said Lot 5; thence South 89 degrees 55 minutes 38 seconds West, parallel with said Northerly line of Lot 5, a distance of 10.00 feet to the point of beginning.

Parcel 4: The East 125 feet of the South 166.84 feet of Lot Seven (7), Block One (1), City Center Addition according to the recorded plat thereof.

AND

Lot Seven (7) Block One (1), City Center Addition, Dakota County, Minnesota, except the East 125.00 feet of the South 166.84 feet and except the West 40.08 feet of said Lot 7, and except the North 40.00 feet of said Lot 7, and except that part of said Lot 7, described as follows: Beginning at the point of intersection with the East line of said Lot 7, and the South line of Lot 6, Block 1, City Center Addition; thence Westerly along the Westerly extension of the South line of said Lot 6, a distance of 60.07 feet; thence Northerly parallel with the East line of said Lot 7 to the intersection with the Westerly extension of the North line of said Lot 6; thence Easterly along the Westerly extension of the North line of said Lot 6 to the East line of said Lot 7; thence Southerly along the East line of said Lot 7 to the point of beginning.

Abstract

Parcel 5: Lots 4, 5, 6, and 7, Block 1, Erchingers Addition to South St. Paul, 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 14th day of September, 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Jim Hartshorn, Community/Economic Development Director**
Date: **August 31, 2020**

Subject: ROERS (Town Center I) Development Project

BACKGROUND INFORMATION:

The following recommendations and attachments regarding the Town Center I project will be reviewed on Monday 31.

FISCAL IMPACT:

		Amount
Fund:		N/A
Department:		
Account:		

STAFF RECOMMENDATION:

- Hold a Public Hearing on the modification to the Redevelopment Plan for South Robert Street Redevelopment Project No. 1 and establishing the Town Center I TIF District
- Approve entering into a Development Agreement.
- Approve the Resolution Approving a Modification to the Redevelopment Plan for South Robert Street Redevelopment Project No. 1, Establishing the Town Center 1 TIF District therein, and Approving a Tax Increment Financing Plan

ATTACHMENTS:

1. Memos from Ehlers Associates
2. Development Agreement
3. City Council Resolution
4. Tax Increment Financing Plan/Agreement

MEMORANDUM

TO: Jim Hartshorn – Community Development Director
 FROM: Stacie Kvilvang & Keith Dahl - Ehlers
 DATE: August 31, 2020
 SUBJECT: Town Center 1 TIF District Establishment

Roers is proposing to construct a 192-unit market rate apartment with 1,700 sq/ft of ground floor retail on the following parcels:

Parcel number	Use
42-17800-01-070	Batteries Plus (parking)
42-17800-01-071	Batteries Plus
42-17800-01-063	Aamco
42-24200-01-070	Car-X (EDA)
42-17800-01-072	Maaco (EDA)
42-17800-01-076	Maaco (EDA)
42-17800-01-042	Blockbuster (EDA)
42-17800-01-032	Blockbuster (EDA)
42-17800-01-052	Granny's Doughnuts

Note: The parcels will be replatted into one parcel.

A redevelopment TIF district has a 26-year term and requires that more than 50% of the structures in the district are considered to be substandard and that 70% of the area in the TIF district is covered by a building, parking lot, sidewalk, utilities, etc. The City retained LHB to complete the analysis for the district and determined that the area met the qualifications (see copy of blight study in Appendix D of TIF Plan).

The TIF budget is a maximum budget for the District and does not correlate to the amount or term of assistance being provided to Roers which is approved under a separate action by the EDA. The Budget for TIF plan purposes is as follows:

USES	
Land/Building Acquisition	\$ 3,650,000
Site Improvements/Preparation	1,000,000
Utilities	500,000
Other Qualifying Improvements	2,541,574
Administrative Costs (up to 10%)	1,275,078
PROJECT COSTS TOTAL	\$ 8,966,652
Interest	5,059,210
PROJECT AND INTEREST COSTS TOTAL	\$ 14,025,862



Roers will be provided assistance in the form of pay-as-you-go TIF note over an 18-year term. The EDA will retain 10% of the annual TIF generated (approximately \$34,000) for administrative costs or for redevelopment projects and the remaining 90% will go to Roers for payment on the TIF notes. When the TIF Note is paid in year 18, the District will need to be decertified pursuant to State Law.

In addition to approval of the TIF District, the City and EDA are approving an interfund loan for the TIF budget amount. This is an “up to” amount will only be utilized to cover the City/EDA for any expenditures they make for consultants and/or capital expenditures PRIOR to any TIF being available to cover the costs 100%. The interest rate is set at the statutory maximum of 5% (fluctuates annually).

Please contact either of us at 651-697-8500 with any questions.



**MODIFICATION TO THE DEVELOPMENT
PROGRAM**
South Robert Street Redevelopment Project Area

- AND -

TAX INCREMENT FINANCING PLAN
Establishment of Town Center 1
(a redevelopment district)

West St. Paul Economic Development Authority
City of West St. Paul, Dakota County, Minnesota

Public Hearing: August 31, 2020

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Modification to the Development Program for South Robert Street Redevelopment Project Area

Foreword

The following text represents a Modification to the Development Program for South Robert Street Redevelopment Project Area. This modification represents a continuation of the goals and objectives set forth in the Development Program for South Robert Street Redevelopment Project Area. Generally, the substantive changes include the establishment of the Town Center 1 TIF District.

For further information, a review of the Development Program for South Robert Street Redevelopment Project Area, is recommended. It is available from the Community Development Director at the City of West St. Paul. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within South Robert Street Redevelopment Project Area.

Tax Increment Financing Plan for Town Center 1

Foreword

The West St. Paul Economic Development Authority (the "EDA"), the City of West St. Paul (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Town Center 1 (the "District"), a redevelopment tax increment financing district, located in South Robert Street Redevelopment Project Area.

Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the EDA and City have certain statutory powers pursuant to *Minnesota Statutes ("M.S.")*, Sections 469.090 - 469.1082, inclusive, as amended, and *M.S.*, Sections 469.174 to 469.1794, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for South Robert Street Redevelopment Project Area.

Statement of Objectives

The District currently consists of nine parcels of land and adjacent and internal roads and rights-of-way. The District is being created to facilitate the construction of approximately 192 market rate apartments with approximately 1,700 sq/ft of ground floor commercial in the City. The EDA anticipates entering into an agreement with Roers and development is likely to occur in 2020. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for South Robert Street Redevelopment Project Area.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of South Robert Street Redevelopment Project Area and the District.

Development Program Overview

Pursuant to the Development Program and authorizing state statutes, the EDA or City is authorized to undertake the following activities in the District:

1. Property to be Acquired - The EDA currently owns 5 parcels of property within the District. The remaining property located within the District may be acquired by the EDA or City and is further described in this TIF Plan. The City does not intend to exercise the power of eminent domain to acquire property in the District.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S.*, Chapter 117 and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the EDA or City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The EDA or City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

Description of Property in the District and Property to be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
42-17800-01-070	No Address	Batteries Plus (parking)
42-17800-01-071	1565 Robert St	Batteries Plus
42-17800-01-063	1571 Robert St	Aamco
42-24200-01-070	1589 Robert St	Car-X (EDA)
42-17800-01-072	81 Wentworth Ave	Maaco (EDA)
42-17800-01-076	No Address	Maaco (EDA)
42-17800-01-042	No Address	Blockbuster (EDA)
42-17800-01-032	No Address	Blockbuster (EDA)
42-17800-01-052	1555 Robert St	Granny's Doughnuts

Please also see the map in Appendix A for further information on the location of the District. The developer intends to replat the parcels into one parcel prior to development, but will likely occur after the public hearing on the TIF District.

The EDA or City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the EDA or City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The EDA or City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

The EDA or City currently owns 5 parcels of the property to be included in the District.

Classification of the District

The EDA and City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the District, to be established, is a redevelopment district pursuant to *M.S., Section 469.174, Subd. 10(a)(1)*.

- The District is a redevelopment district currently consisting of nine parcels (The developer intends to replat the parcels into one parcel prior to development, but will likely occur after the public hearing on the TIF District).
- An inventory shows that more than 15% of the area of the parcels in the District is occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and therefore parcels consisting of more than 70 percent of the area in the District are so occupied.
- An inspection of the buildings located within the District finds that three of the four buildings in the District are structurally substandard as defined in the TIF Act and therefore, more than 50 percent of the buildings are structurally substandard as defined in the TIF Act. (See Appendix D).

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the EDA or City (a total of 26 years of tax increment). The EDA or City elects to receive the first tax increment in 2022, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2047, or when the TIF Plan is satisfied. The EDA or City reserves the right to decertify the District prior to the legally required date.

Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2020 for taxes payable 2021.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2022) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured, and no tax increment will be payable to the EDA or City.

The original local tax rate for the District will be the local tax rate for taxes payable 2021, assuming the request for certification is made before June 30, 2021. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within South Robert Street Redevelopment Project Area, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The EDA and City request 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2022. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity	
Project estimated Tax Capacity upon completion	\$641,855
Original estimated Net Tax Capacity	\$36,064
Fiscal Disparities	<u>\$10,165</u>
Estimated Captured Tax Capacity	\$595,626
Original Local Tax Rate	<u>121.1950%</u> Pay 2020
Estimated Annual Tax Increment	\$721,869
Percent Retained by the City	100%

Note: Tax capacity includes a 3.0% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 25. The tax capacity of the District in year one is estimated to be \$157,875.

Pursuant to *M.S., Section 469.177, Subd. 4*, the EDA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City is reviewing the area to be included in the District to determine if any building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

Sources of Revenue/Bonds to be Issued

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	\$ 12,750,784
Interest	1,275,078
TOTAL	\$ 14,025,862

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The EDA or City reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the EDA or City to incur debt. The EDA or City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The EDA or City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$8,966,652. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Uses of Funds

Currently under consideration for the District is a proposal to facilitate the construction of approximately 192 market rate apartments with approximately 1,700 sq/ft of ground floor commercial. The EDA and City have determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described.

The EDA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	\$ 3,650,000
Site Improvements/Preparation	1,000,000
Utilities	500,000
Other Qualifying Improvements	2,541,574
Administrative Costs (up to 10%)	1,275,078
PROJECT COSTS TOTAL	\$ 8,966,652
Interest	5,059,210
PROJECT AND INTEREST COSTS TOTAL	\$ 14,025,862

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to this TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. Pursuant to *M.S., Section 469.1763, Subd. 2*, no more than 25 percent of the tax increment paid by property within the District will be spent on activities related to development or redevelopment outside of the District but within the boundaries of South Robert Street Redevelopment Project Area, (including administrative costs, which are considered to be spent outside of the District) subject to the limitations as described in this TIF Plan.

Fiscal Disparities Election

Pursuant to *M.S., Section 469.177, Subd. 3*, the EDA or City may elect one of two methods to calculate fiscal disparities.

The EDA will choose to calculate fiscal disparities by clause b (inside).

Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the EDA or City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2020 rate. The total net capacity for the entities listed above are based on Pay 2020 figures. The District will be certified under the Pay 2021 rates, which were unavailable at the time this TIF Plan was prepared.

Impact on Tax Base			
Entity	2019/Pay 2020 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Dakota County	532,219,151	595,626	0.1119%
City of West St. Paul	19,523,994	595,626	3.0507%
ISD 197 (WSP -Mendota Heights-Eagan)	74,618,677	595,626	0.7982%

Impact on Tax Rates				
Entity	Pay 2020 Extension Rate	Percent of Total	CTC	Potential Taxes
Dakota County	24.1330%	19.91%	595,626	\$ 143,742
City of West St. Paul	70.1060%	57.85%	595,626	417,570
ISD 197 (WSP - Mendota Heights-Eagan)	22.1250%	18.26%	595,626	131,782
Other	4.8310%	3.99%	595,626	28,775
	121.1950%	100.00%		\$ 721,869

Pursuant to M.S. Section 469.175 Subd. 2(b):

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$12,750,784;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$2,327,745;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$2,539,005;

- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

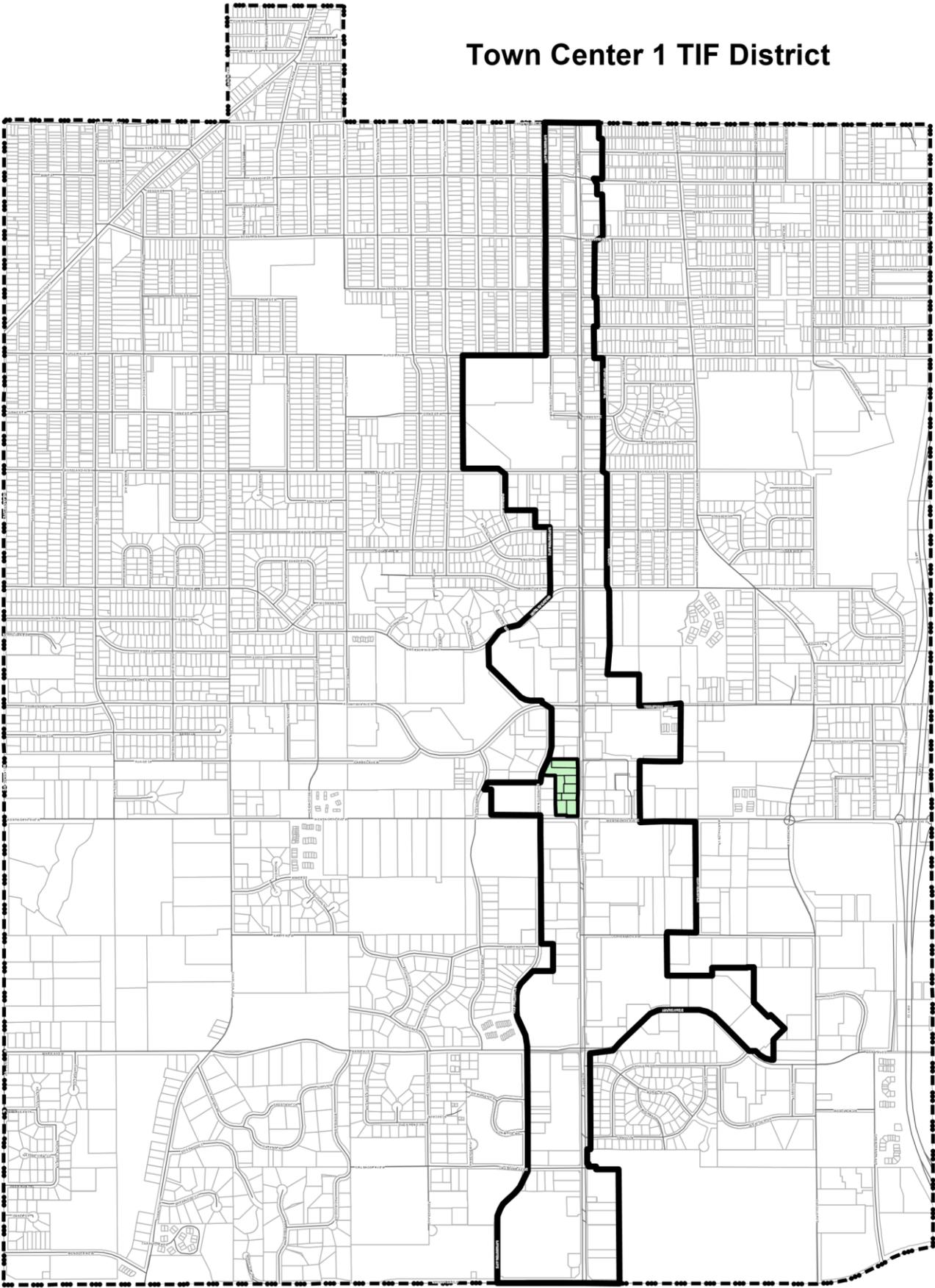
- (i) In making said determination, reliance has been placed upon (1) written representation made by the developer to such effects, (2) review of the developer's proforma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the TIF District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

Administration of the District

Administration of the District will be handled by the Community Development Director.

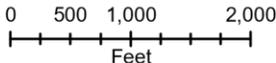
Appendix A: Map of South Robert Street Redevelopment Project Area and the TIF District

Town Center 1 TIF District



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

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data from various city, county and state offices and other sources. This document should be used for reference only. No representation is made that features presented accurately reflect true location. Neither Dakota County nor any other entity from which data was obtained assumes no liability for any errors or omissions herein. If discrepancies are found, please contact the Dakota County Office of GIS.



Legend

-  South Robert St Redevelopment Project
-  TIF District



Appendix B: Estimated Cash Flow for the District



Town Center 1 Redevelopment - Roers

City of West St. Paul, MN

184 Market Rate Apartments and 5,000 Sq. Ft. Retail

ASSUMPTIONS AND RATES

DistrictType:	Redevelopment
District Name/Number:	
County District #:	
First Year Construction or Inflation on Value	2020
Existing District - Specify No. Years Remaining	
Inflation Rate - Every Year:	3.00%
Interest Rate:	4.00%
Present Value Date:	1-Aug-21
First Period Ending	1-Feb-22
Tax Year District was Certified:	Pay 2020
Cashflow Assumes First Tax Increment For Development:	2022
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2047
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	Inside(B)
Incremental or Total Fiscal Disparities	Incremental
Fiscal Disparities Contribution Ratio	34.1647% Pay 2020
Fiscal Disparities Metro-Wide Tax Rate	142.4540% Pay 2020
Maximum/Frozen Local Tax Rate:	121.195% Pay 2020
Current Local Tax Rate: (Use lesser of Current or Max.)	121.195% Pay 2020
State-wide Tax Rate (Comm./Ind. only used for total taxes)	38.8460% Pay 2020
Market Value Tax Rate (Used for total taxes)	0.15911% Pay 2020

Tax Rates	
Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	
First \$162,000	0.75%
Over \$162,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
1	42-17800-01-070	Batteries Plus (parking)	No Address	164,100	0	164,100	100%	164,100	Pay 2020	C/I	3,282	Rental	2,051	1
2	42-17800-01-071	Batteries Plus	1565 Robert St	201,900	173,500	375,400	100%	375,400	Pay 2020	C/I Pref.	6,758	Rental	4,693	1
3	42-17800-01-063	Aamco	1571 Robert St	198,000	234,400	432,400	100%	432,400	Pay 2020	C/I Pref.	7,898	Rental	5,405	1
4	42-24200-01-070	Car-X (EDA)	1589 Robert St	346,000	0	346,000	100%	346,000	Pay 2020	Exempt	-	Rental	4,325	1
5	42-17800-01-072	Maaco (EDA)	81 Wentworth Ave	271,100	420,100	691,200	100%	691,200	Pay 2020	Exempt	-	Rental	8,640	1
6	42-17800-01-076	Maaco (EDA)	No Address	33,800	3,900	37,700	100%	37,700	Pay 2020	Exempt	-	Rental	471	1
7	42-17800-01-042	Blockbuster (EDA)	No Address	389,100	0	389,100	100%	389,100	Pay 2020	Exempt	-	Rental	4,864	1
8	42-17800-01-032	Blockbuster (EDA)	No Address	105,500	0	105,500	100%	105,500	Pay 2020	Exempt	-	Rental	1,319	1
9	42-17800-01-052	Granny's Doughnuts	1555 Robert St	198,800	53,500	252,300	100%	252,300	Pay 2020	C/I Pref.	4,296	C/I Pref.	4,296	1
				1,908,300	885,400	2,793,700		2,793,700			22,234		36,064	

Note:

1. Base values are for pay 2021 based upon review of County website on 7-15-20.
2. Located in SD #197 and Lower Mississippi River WS



Town Center 1 Redevelopment - Roers
 City of West St. Paul, MN
 184 Market Rate Apartments and 5,000 Sq. Ft. Retail

PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2020	Percentage Completed 2021	Percentage Completed 2022	Percentage Completed 2023	First Year Full Taxes Payable
1	Apts	130,000	130,000	184	23,920,000	Rental	299,000	1,625	50%	100%	100%	100%	2023
	Retail	175	175	5,000	875,000	C/I Pref.	16,750	3	50%	100%	100%	100%	2023
TOTAL					24,795,000		315,750						
Subtotal Residential				184	23,920,000		299,000						
Subtotal Commercial/Ind.				5,000	875,000		16,750						

Note:

1. Market values are based upon estimates.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Apts	299,000	0	299,000	362,373	0	0	38,059	400,432	2,176.26
Retail	16,750	5,723	11,027	13,365	8,152	5,924	1,392	28,833	5.77
TOTAL	315,750	5,723	310,027	375,738	8,152	5,924	39,451	429,265	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	429,265
less State-wide Taxes	(5,924)
less Fiscal Disp. Adj.	(8,152)
less Market Value Taxes	(39,451)
less Base Value Taxes	(41,928)
Annual Gross TIF	333,809

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	2,793,700
New Market Value - Est.	24,795,000
Difference	22,001,300
Present Value of Tax Increment	7,155,198
Difference	14,846,102
Value likely to occur without Tax Increment is less than:	14,846,102



Town Center 1 Redevelopment - Roers

City of West St. Paul, MN

184 Market Rate Apartments and 5,000 Sq. Ft. Retail

TAX INCREMENT CASH FLOW														
% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	157,875	(36,064)	(1,394)	120,418	121.195%	145,941	72,970	(263)	(7,271)	65,437	62,896	0.5	2022	02/01/22
							72,970	(263)	(7,271)	65,437	124,558	1	2022	02/01/23
100%	315,750	(36,064)	(4,255)	275,432	121.195%	333,809	166,905	(601)	(16,630)	149,673	262,833	1.5	2023	08/01/23
							166,905	(601)	(16,630)	149,673	398,397	2	2023	02/01/24
100%	325,223	(36,064)	(4,427)	284,732	121.195%	345,081	172,541	(621)	(17,192)	154,728	535,791	2.5	2024	08/01/24
							172,541	(621)	(17,192)	154,728	670,491	3	2024	02/01/25
100%	334,979	(36,064)	(4,603)	294,312	121.195%	356,692	178,346	(642)	(17,770)	159,933	806,992	3.5	2025	08/01/25
							178,346	(642)	(17,770)	159,933	940,818	4	2025	02/01/26
100%	345,029	(36,064)	(4,786)	304,180	121.195%	368,650	184,325	(664)	(18,366)	165,295	1,076,417	4.5	2026	08/01/26
							184,325	(664)	(18,366)	165,295	1,209,359	5	2026	02/01/27
100%	355,379	(36,064)	(4,973)	314,343	121.195%	380,968	190,484	(686)	(18,980)	170,818	1,344,048	5.5	2027	08/01/27
							190,484	(686)	(18,980)	170,818	1,476,096	6	2027	02/01/28
100%	366,041	(36,064)	(5,166)	324,811	121.195%	393,655	196,827	(709)	(19,612)	176,507	1,609,866	6.5	2028	08/01/28
							196,827	(709)	(19,612)	176,507	1,741,013	7	2028	02/01/29
100%	377,022	(36,064)	(5,365)	335,593	121.195%	406,722	203,361	(732)	(20,263)	182,366	1,873,857	7.5	2029	08/01/29
							203,361	(732)	(20,263)	182,366	2,004,096	8	2029	02/01/30
100%	388,333	(36,064)	(5,570)	346,699	121.195%	420,182	210,091	(756)	(20,933)	188,401	2,136,007	8.5	2030	08/01/30
							210,091	(756)	(20,933)	188,401	2,265,331	9	2030	02/01/31
100%	399,983	(36,064)	(5,781)	358,138	121.195%	434,045	217,022	(781)	(21,624)	194,617	2,396,303	9.5	2031	08/01/31
							217,022	(781)	(21,624)	194,617	2,524,706	10	2031	02/01/32
100%	411,982	(36,064)	(5,999)	369,920	121.195%	448,324	224,162	(807)	(22,336)	201,020	2,654,734	10.5	2032	08/01/32
							224,162	(807)	(22,336)	201,020	2,782,211	11	2032	02/01/33
100%	424,342	(36,064)	(6,223)	382,055	121.195%	463,032	231,516	(833)	(23,068)	207,614	2,911,290	11.5	2033	08/01/33
							231,516	(833)	(23,068)	207,614	3,037,837	12	2033	02/01/34
100%	437,072	(36,064)	(6,454)	394,555	121.195%	478,181	239,090	(861)	(23,823)	214,407	3,165,962	12.5	2034	08/01/34
							239,090	(861)	(23,823)	214,407	3,291,574	13	2034	02/01/35
100%	450,184	(36,064)	(6,691)	407,429	121.195%	493,784	246,892	(889)	(24,600)	221,403	3,418,742	13.5	2035	08/01/35
							246,892	(889)	(24,600)	221,403	3,543,417	14	2035	02/01/36
100%	463,690	(36,064)	(6,936)	420,690	121.195%	509,855	254,928	(918)	(25,401)	228,609	3,669,625	14.5	2036	08/01/36
							254,928	(918)	(25,401)	228,609	3,793,359	15	2036	02/01/37
100%	477,600	(36,064)	(7,188)	434,348	121.195%	526,409	263,204	(948)	(26,226)	236,031	3,918,605	15.5	2037	08/01/37
							263,204	(948)	(26,226)	236,031	4,041,395	16	2037	02/01/38
100%	491,928	(36,064)	(7,448)	448,417	121.195%	543,459	271,729	(978)	(27,075)	243,676	4,165,677	16.5	2038	08/01/38
							271,729	(978)	(27,075)	243,676	4,287,522	17	2038	02/01/39
100%	506,686	(36,064)	(7,715)	462,907	121.195%	561,020	280,510	(1,010)	(27,950)	251,550	4,410,837	17.5	2039	08/01/39
							280,510	(1,010)	(27,950)	251,550	4,531,735	18	2039	02/01/40
100%	521,887	(36,064)	(7,991)	477,832	121.195%	579,109	289,554	(1,042)	(28,851)	259,661	4,654,084	18.5	2040	08/01/40
							289,554	(1,042)	(28,851)	259,661	4,774,034	19	2040	02/01/41
100%	537,543	(36,064)	(8,275)	493,205	121.195%	597,740	298,870	(1,076)	(29,779)	268,015	4,895,415	19.5	2041	08/01/41
							298,870	(1,076)	(29,779)	268,015	5,014,416	20	2041	02/01/42
100%	553,670	(36,064)	(8,567)	509,039	121.195%	616,930	308,465	(1,110)	(30,735)	276,619	5,134,830	20.5	2042	08/01/42
							308,465	(1,110)	(30,735)	276,619	5,252,882	21	2042	02/01/43
100%	570,280	(36,064)	(8,868)	525,348	121.195%	636,696	318,348	(1,146)	(31,720)	285,482	5,372,328	21.5	2043	08/01/43
							318,348	(1,146)	(31,720)	285,482	5,489,432	22	2043	02/01/44
100%	587,388	(36,064)	(9,178)	542,147	121.195%	657,054	328,527	(1,183)	(32,734)	294,610	5,607,910	22.5	2044	08/01/44
							328,527	(1,183)	(32,734)	294,610	5,724,066	23	2044	02/01/45
100%	605,010	(36,064)	(9,497)	559,449	121.195%	678,024	339,012	(1,220)	(33,779)	304,012	5,841,578	23.5	2045	08/01/45
							339,012	(1,220)	(33,779)	304,012	5,956,786	24	2045	02/01/46
100%	623,160	(36,064)	(9,826)	577,270	121.195%	699,623	349,811	(1,259)	(34,855)	313,697	6,073,333	24.5	2046	08/01/46
							349,811	(1,259)	(34,855)	313,697	6,187,595	25	2046	02/01/47
100%	641,855	(36,064)	(10,165)	595,626	121.195%	721,869	360,935	(1,299)	(35,964)	323,672	6,303,178	25.5	2047	08/01/47
							360,935	(1,299)	(35,964)	323,672	6,416,495	26	2047	02/01/48
Total							12,796,852	(46,069)	(1,275,078)	11,475,705				
	Present Value From	08/01/2021	Present Value Rate	4.00%			7,155,198	(25,759)	(712,944)	6,416,495				

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan (TIF Plan) for Town Center 1 (the “District”), as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that Town Center 1 is a redevelopment district as defined in M.S., Section 469.174, Subd. 10.*

The District consists of 9 parcels and adjacent right-of-way, with plans to redevelop the area for the construction of approximately 192 market rate apartments with approximately 1,700 sq/ft of ground floor commercial. Parcels consisting of 70 percent of the area of the District are occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50 percent of the buildings in the District, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance. (See Appendix D of the TIF Plan.)

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Town Center 1 permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the redevelopment proposed in the TIF Plan meets the City's objectives for redevelopment. Due to the high cost of acquiring parcels for the redevelopment that are currently occupied by substandard buildings, and the cost of financing the proposed improvements, this project is feasible only through assistance, in part, from tax increment financing. The EDA has marketed the parcels it owns and surrounding parcels for development over the past 5+ years and no developer has been interested until now. The developer was asked for and provided a letter and a pro forma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan: This finding is justified on the grounds that the cost of land assembly, site and public improvements and utilities add to the total redevelopment cost. Historically, land assemble and construction costs in this area have made redevelopment infeasible without tax increment assistance. The City reasonably determines that no other redevelopment of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.

- b. If the proposed development occurs, the total increase in market value will be \$22,001,300.
 - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$7,155,198.
 - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$14,846,102 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan for the District conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for Town Center 1 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of South Robert Street Redevelopment Project Area by private enterprise.*

The project to be assisted by the District will result in the availability of safe and decent life-cycle housing in the City, the removal of substandard properties, increased tax base of the State and add a high-quality development to the City.

Appendix D: Redevelopment Qualifications for the District

Report of Inspection Procedures and Results for
Determining Qualifications of a
Tax Increment Financing District as a Redevelopment District

**West Saint Paul Town Center 1
Redevelopment TIF District
West Saint Paul, Minnesota**



August 14, 2020

Prepared For the

City of West Saint Paul

Prepared by:



LHB, Inc.
701 Washington Avenue North, Suite 200
Minneapolis, Minnesota 55401

LHB Project No. 170745

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PART 1 – EXECUTIVE SUMMARY

PURPOSE OF EVALUATION

LHB was hired by the City of West Saint Paul to inspect and evaluate the properties within a Tax Increment Financing Redevelopment District (“TIF District”) proposed to be established by the City. The proposed TIF District is located near the northwest corner of Wentworth Avenue East and Robert Street South (Diagram 1). The purpose of LHB’s work is to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether four (4) buildings on nine (9) parcels, located within the proposed TIF District, meet the qualifications required for a Redevelopment District.



Diagram 1 – Proposed TIF District

SCOPE OF WORK

The proposed TIF District consists of nine (9) parcels with four (4) buildings. Three (3) buildings were inspected on March 19, 2018. One (1) building was not inspected due to lack of access to the interior of the properties. Building Code and Condition Deficiency reports for the buildings that were inspected, and found to be substandard, are located in Appendix B.

CONCLUSION

After inspecting and evaluating the properties within the proposed TIF District and applying current statutory criteria for a Redevelopment District under *Minnesota Statutes, Section 469.174, Subdivision 10*, it is our professional opinion that the proposed TIF District qualifies as a Redevelopment District because:

- The proposed TIF District has a coverage calculation of 94.5 percent which is above the 70 percent requirement.
- 75 percent of the buildings are structurally substandard which is above the 50 percent requirement.
- The substandard buildings are reasonably distributed.

The remainder of this report describes our process and findings in detail.

PART 2 – MINNESOTA STATUTE 469.174, SUBDIVISION 10 REQUIREMENTS

The properties were inspected in accordance with the following requirements under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, which states:

INTERIOR INSPECTION

“The municipality may not make such determination [that the building is structurally substandard] without an interior inspection of the property...”

EXTERIOR INSPECTION AND OTHER MEANS

“An interior inspection of the property is not required, if the municipality finds that

- (1) the municipality or authority is unable to gain access to the property after using its best efforts to obtain permission from the party that owns or controls the property; and
- (2) the evidence otherwise supports a reasonable conclusion that the building is structurally substandard.”

DOCUMENTATION

“Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained under section 469.175, subdivision 3(1).”

QUALIFICATION REQUIREMENTS

Minnesota Statutes, Section 469.174, Subdivision 10 (a) (1) requires three tests for occupied parcels:

A. COVERAGE TEST

...“parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or paved or gravel parking lots...”

The coverage required by the parcel to be considered occupied is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which states: “For purposes of this subdivision, a parcel is not occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures unless 15 percent of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures.”

B. CONDITION OF BUILDINGS TEST

Minnesota Statutes, Section 469.174, Subdivision 10(a) states, “...and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;”

1. Structurally substandard is defined under *Minnesota Statutes, Section 469.174, Subdivision 10(b)*, which states: “For purposes of this subdivision, ‘structurally substandard’ shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance.”

a. We do not count energy code deficiencies toward the thresholds required by *Minnesota Statutes, Section 469.174, Subdivision 10(b)* defined as “structurally substandard”, due to concerns expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

2. Buildings are not eligible to be considered structurally substandard unless they meet certain additional criteria, as set forth in Subdivision 10(c) which states:

“A building is not structurally substandard if it is in compliance with the building code applicable to new buildings or could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. The municipality may find that a building is not disqualified as structurally substandard under the preceding sentence on the basis of reasonably available evidence, such as the size, type, and age of the building, the average cost of plumbing, electrical, or structural repairs, or other similar reliable evidence.”

“Items of evidence that support such a conclusion [that the building is not disqualified] include recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence.”

LHB counts energy code deficiencies toward the 15 percent code threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)* for the following reasons:

- The Minnesota energy code is one of ten building code areas highlighted by the Minnesota Department of Labor and Industry website where minimum construction standards are required by law.
- Chapter 13 of the 2015 *Minnesota Building Code* states, “Buildings shall be designed and constructed in accordance with the *International Energy Conservation Code*.” Furthermore, Minnesota Rules, Chapter 1305.0021 Subpart 9 states, “References to the *International Energy Conservation Code* in this code mean the *Minnesota Energy Code*...”
- The Senior Building Code Representative for the Construction Codes and Licensing Division of the Minnesota Department of Labor and Industry confirmed that the Minnesota Energy Code is being enforced throughout the State of Minnesota.
- In a January 2002 report to the Minnesota Legislature, the Management Analysis Division of the Minnesota Department of Administration confirmed that the construction cost of new buildings complying with the Minnesota Energy Code is higher than buildings built prior to the enactment of the code.
- Proper TIF analysis requires a comparison between the replacement value of a new building built under current code standards with the repairs that would be necessary to bring the existing building up to current code standards. In order for an equal comparison to be made, all applicable code chapters should be applied to both scenarios. Since current construction estimating software automatically applies the construction cost of complying with the Minnesota Energy Code, energy code deficiencies should also be identified in the existing structures.

C. DISTRIBUTION OF SUBSTANDARD BUILDINGS

Minnesota Statutes, Section 469.174, Subdivision 10, defines a Redevelopment District and requires one or more of the following conditions, “reasonably distributed throughout the district.”

- (1) “Parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance;
- (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way;
- (3) tank facilities, or property whose immediately previous use was for tank facilities...”

Our interpretation of the distribution requirement is that the substandard buildings must be reasonably distributed throughout the district as compared to the location of all buildings in the district. For example, if all of the buildings in a district are located on one half of the area of the district, with the other half occupied by parking lots (meeting the required 70 percent coverage for the district), we would evaluate the distribution of the substandard buildings compared with only the half of the district where the buildings are located. If all of the buildings in a district are located evenly throughout the entire area of the district, the substandard buildings must be reasonably distributed throughout the entire area of the district. We believe this is consistent with the opinion expressed by the State of Minnesota Court of Appeals in the *Walser Auto Sales, Inc. vs. City of Richfield* case filed November 13, 2001.

PART 3 – PROCEDURES FOLLOWED

LHB inspected three (3) of the four (4) buildings during the day of March 19, 2018. The inspector was unable to gain access to one (1) building. We have verified that the buildings are in the same, or worse condition than at the time of inspection in 2018.

The current nine parcels are planned to be re-platted into one parcel for future development purposes. While this report focused on the nine existing parcels, our analysis shows that the proposed District will meet all TIF Statute requirements as a single parcel District.

PART 4 – FINDINGS

A. COVERAGE TEST

1. The total square foot area of the parcel in the proposed TIF District was obtained from City records, GIS mapping and site verification.
2. The total square foot area of buildings and site improvements on the parcels in the proposed TIF District was obtained from City records, GIS mapping and site verification.
3. The percentage of coverage for each parcel in the proposed TIF District was computed to determine if the 15 percent minimum requirement was met. The total square footage of parcels meeting the 15 percent requirement was divided into the total square footage of the entire district to determine if the 70 percent requirement was met.

FINDING:

The proposed TIF District met the coverage test under *Minnesota Statutes, Section 469.174, Subdivision 10(e)*, which resulted in parcels consisting of 94.5 percent of the area of the proposed TIF District being occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures (Diagram 2). This exceeds the 70 percent area coverage requirement for the proposed TIF District under *Minnesota Statutes, Section 469.174, Subdivision (a) (1)*.



Diagram 2 – Coverage Diagram

Shaded area depicts a parcel more than 15 percent occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures

B. CONDITION OF BUILDING TEST

1. BUILDING INSPECTION

The first step in the evaluation process is the building inspection. After an initial walk-thru, the inspector makes a judgment whether or not a building “appears” to have enough defects or deficiencies of sufficient total significance to justify substantial renovation or clearance. If it does, the inspector documents with notes and photographs code and non-code deficiencies in the building.

2. REPLACEMENT COST

The second step in evaluating a building to determine if it is substandard to a degree requiring substantial renovation or clearance is to determine its replacement cost. This is

the cost of constructing a new structure of the same square footage and type on site. Replacement costs were researched using R.S. Means Cost Works square foot models for 2018.

A replacement cost was calculated by first establishing building use (office, retail, residential, etc.), building construction type (wood, concrete, masonry, etc.), and building size to obtain the appropriate median replacement cost, which factors in the costs of construction in West Saint Paul, Minnesota.

Replacement cost includes labor, materials, and the contractor's overhead and profit. Replacement costs do not include architectural fees, legal fees or other "soft" costs not directly related to construction activities. Replacement cost for each building is tabulated in Appendix A.

3. CODE DEFICIENCIES

The next step in evaluating a building is to determine what code deficiencies exist with respect to such building. Code deficiencies are those conditions for a building which are not in compliance with current building codes applicable to new buildings in the State of Minnesota.

Minnesota Statutes, Section 469.174, Subdivision 10(c), specifically provides that a building cannot be considered structurally substandard if its code deficiencies are not at least 15 percent of the replacement cost of the building. As a result, it was necessary to determine the extent of code deficiencies for each building in the proposed TIF District.

The evaluation was made by reviewing all available information with respect to such buildings contained in City Building Inspection records and making interior and exterior inspections of the buildings. LHB utilizes the current Minnesota State Building Code as the official code for our evaluations. The Minnesota State Building Code is actually a series of provisional codes written specifically for Minnesota only requirements, adoption of several international codes, and amendments to the adopted international codes.

After identifying the code deficiencies in each building, we used R.S. Means Cost Works 2018; Unit and Assembly Costs to determine the cost of correcting the identified deficiencies. We were then able to compare the correction costs with the replacement cost of each building to determine if the costs for correcting code deficiencies meet the required 15 percent threshold.

FINDING:

Three (3) out of four (4) buildings (75 percent) in the proposed TIF District contained code deficiencies exceeding the 15 percent threshold required by *Minnesota Statutes, Section 469.174, Subdivision 10(c)*. Building Code, Condition Deficiency and Context Analysis reports for the buildings in the proposed TIF District can be found in Appendix B of this report.

4. SYSTEM CONDITION DEFICIENCIES

If a building meets the minimum code deficiency threshold under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, then in order for such building to be “structurally substandard” under *Minnesota Statutes, Section 469.174, Subdivision 10(b)*, the building’s defects or deficiencies should be of sufficient total significance to justify “substantial renovation or clearance.” Based on this definition, LHB re-evaluated each of the buildings that met the code deficiency threshold under *Minnesota Statutes, Section 469.174, Subdivision 10(c)*, to determine if the total deficiencies warranted “substantial renovation or clearance” based on the criteria we outlined above.

System condition deficiencies are a measurement of defects or substantial deterioration in site elements, structure, exterior envelope, mechanical and electrical components, fire protection and emergency systems, interior partitions, ceilings, floors and doors.

The evaluation of system condition deficiencies was made by reviewing all available information contained in City records, and making interior and exterior inspections of the buildings. LHB only identified system condition deficiencies that were visible upon our inspection of the building or contained in City records. We did not consider the amount of “service life” used up for a particular component unless it was an obvious part of that component’s deficiencies.

After identifying the system condition deficiencies in each building, we used our professional judgment to determine if the list of defects or deficiencies is of sufficient total significance to justify “substantial renovation or clearance.”

FINDING:

In our professional opinion, three (3) out of four (4) buildings (75 percent) in the proposed TIF District are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance. This exceeds the 50 percent requirement of Subdivision 10a(1).

C. DISTRIBUTION OF SUBSTANDARD STRUCTURES

Much of this report has focused on the condition of individual buildings as they relate to requirements identified by *Minnesota Statutes, Section 469.174, Subdivision 10*. It is also important to look at the distribution of substandard buildings throughout the geographic area of the proposed TIF District (Diagram 3).

FINDING

The parcels with substandard buildings are reasonably distributed compared to all parcels that contain buildings.



Diagram 3 – Substandard Buildings

Shaded green area depicts parcels with buildings.
Shaded orange area depicts substandard buildings.

PART 5 - TEAM CREDENTIALS

Michael A. Fischer, AIA, LEED AP - Project Principal/TIF Analyst

Michael has 32 years of experience as project principal, project manager, project designer and project architect on planning, urban design, educational, commercial and governmental projects. He has become an expert on Tax Increment Finance District analysis assisting over 100 cities with strategic planning for TIF Districts. He is an Architectural Principal at LHB and currently leads the Minneapolis office.

Michael completed a two-year Bush Fellowship, studying at MIT and Harvard in 1999, earning Masters degrees in City Planning and Real Estate Development from MIT. He has served on more than 50 committees, boards and community task forces, including a term as a City Council President and as Chair of a Metropolitan Planning Organization. Most recently, he served as Chair of the Edina, Minnesota planning commission and is currently a member of the Edina city council. Michael has also managed and designed several award-winning architectural projects, and was one of four architects in the Country to receive the AIA Young Architects Citation in 1997.

Philip Waugh – Project Manager/TIF Analyst

Philip is a project manager with 13 years of experience in historic preservation, building investigations, material research, and construction methods. He previously worked as a historic preservationist and also served as the preservation specialist at the St. Paul Heritage Preservation Commission. Currently, Phil sits on the Board of Directors for the Preservation Alliance of Minnesota. His current responsibilities include project management of historic preservation projects, performing building condition surveys and analysis, TIF analysis, writing preservation specifications, historic design reviews, writing Historic Preservation Tax Credit applications, preservation planning, and grant writing.

Phil Fisher – Inspector

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

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APPENDICES

APPENDIX A	Property Condition Assessment Summary Sheet
APPENDIX B	Building Code and Condition Deficiencies Reports
APPENDIX C	Building Replacement Cost Reports Code Deficiency Cost Reports Photographs

APPENDIX A

Property Condition Assessment Summary Sheet

West Saint Paul Town Center 1 TIF Analysis

Property Condition Assessment Summary Sheet

TIF Map No.	PID #	Property Address	Improved or Vacant	Survey Method Used	Site Area (S.F.)	Coverage Area of Improvements (S.F.)	Coverage Percent of Improvements	Coverage Quantity (S.F.)	No. of Buildings	Building Replacement Cost	15% of Replacement Cost	Building Code Deficiencies	No. of Buildings Exceeding 15% Criteria	No. of buildings determined substandard
1	421780001032	1539 ROBERT ST S	Improved	Exterior	8,789	268	3.0%	0	0					
2	421780001042	1539 ROBERT ST S	Improved	Exterior	36,029	12,296	34.1%	36,029	0					
3	421780001052	1555 ROBERT ST S	Improved	Exterior	15,000	13,654	91.0%	15,000	1	Note 1				
4	421780001071	1565 ROBERT ST S	Improved	Interior/Exterior	16,824	14,480	86.1%	16,824	1	\$290,741	\$43,611	\$48,438	1	1
5	421780001070	N/A	Improved	Exterior	19,997	18,729	93.7%	19,997	0					
6	421780001063	1571 ROBERT ST S	Improved	Interior/Exterior	14,905	14,633	98.2%	14,905	1	\$426,881	\$64,032	\$143,154	1	1
7	422420001070	N/A	Improved	Exterior	22,621	22,014	97.3%	22,621	0					
8	421780001072	81 WENTWORTH AVE E	Improved	Interior/Exterior	20,854	20,854	100.0%	20,854	1	\$720,617	\$108,093	\$239,546	1	1
9	421780001076	N/A	Improved	Exterior	5,206	5,206	100.0%	5,206	0					
TOTALS					160,225			151,436	4				3	3

Total Coverage Percent:

94.5%

Note 1: The inspector was not able to gain interior access to this building.

Percent of buildings exceeding 15 percent code deficiency threshold:

75.0%

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Percent of buildings determined substandard:

75.0%

APPENDIX B

Building Code, Condition Deficiency and Context Analysis Reports

West Saint Paul Town Center 1 TIF Analysis

Building Code, Condition Deficiency and Context Analysis Report

Parcel No. & Building Name: 4 Retail – Batteries Plus
Address: 1565 Robert Street S, West St Paul, MN 55118
Parcel ID: 421780001071
Inspection Date(s) & Time(s): March 19, 2018 8:35 am
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is Substandard because:
- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost: \$290,741
Estimated Cost to Correct Building Code Deficiencies: \$48,438
Percentage of Replacement Cost for Building Code Deficiencies: 16.66%

Defects in Structural Elements

1. Foundation block walls are cracked due to differential settlement, allowing for water intrusion, contrary to code.

Combination of Deficiencies

1. Essential Utilities and Facilities
 - a. Door hardware is not ADA code compliant.
 - b. Restroom is not fully ADA code compliant.
 - c. Thresholds should be modified to comply with code for proper height.
2. Light and Ventilation
 - a. None observed.
3. Fire Protection/Adequate Egress
 - a. Code required 10-inch kick plates should be installed on glass doors.
 - b. Sidewalks are cracked, creating an impediment to emergency egress, contrary to code.
 - c. The building does not have code required smoke detectors.
 - d. The building does not have a code required emergency notification system.
 - e. The building does not have code compliant emergency lighting.
 - f. The building does not have a code required sprinkler system.

4. Layout and Condition of Interior Partitions/Materials
 - a. Ceiling tile is damaged.
 - b. Interior walls should be repaired and repainted.
5. Exterior Construction
 - a. Masonry control joint caulking is damaged, allowing for water intrusion, contrary to code.
 - b. Roofing material should be replaced to prevent water intrusion, per code.

Description of Code Deficiencies

1. Foundation walls should be repaired to prevent water intrusion, per code.
2. ADA code compliant door hardware should be installed.
3. Restroom should be modified to fully comply with ADA code.
4. Thresholds should be modified to comply with code for maximum height.
5. Code required 10-inch kick plates should be installed on glass doors.
6. Damaged sidewalks should be repaired to create a code required unimpeded means for emergency egress.
7. Code required smoke detectors should be installed.
8. Code compliant emergency lighting system should be installed.
9. A code required emergency notification system should be installed.
10. A code required building sprinkler system should be installed.
11. Masonry control joint caulking should be replaced to prevent water intrusion per code.
12. Roofing material should be replaced to prevent water intrusion, per code.

Overview of Deficiencies

This small retail store does not have any code compliant emergency services. The interior wall should be repaired and repainted. The restroom should be modified to comply with ADA code. The exterior masonry control joints should be replaced to prevent water intrusion, per code. Staff reports that the roof has leaked in the past and should be replaced.

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West Saint Paul Town Center 1 TIF Analysis

Building Code, Condition Deficiency and Context Analysis Report

Map No. & Building Name: 6 Commercial - AAMCO
Address: 1571 Robert St S, West St Paul, MN 55118
Parcel ID: 421780001063
Inspection Date(s) & Time(s): March 19, 2018 9:00 am
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is Substandard because:
- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost: \$426,881
Estimated Cost to Correct Building Code Deficiencies: \$143,154
Percentage of Replacement Cost for Building Code Deficiencies: 33.53%

Defects in Structural Elements

1. None observed.

Combination of Deficiencies

1. Essential Utilities and Facilities
 - a. The restrooms are not fully ADA code compliant.
 - b. Exterior door thresholds do not comply with code for maximum height.
 - c. There are two interior doors that do not comply with code for proper landing size of 44 inches.
 - d. Door hardware is not ADA code compliant.
 - e. The reception desk is not ADA code compliant.
 - f. The stairway to the elevated storage area does not comply with code for proper rise and run.
 - g. The stairway to the elevated storage area does not comply with code for proper handrails.
2. Light and Ventilation
 - a. HVAC system does not comply with mechanical/building code.
 - b. Electrical control panels do not have the code required 36-inch clear space in front of them.

3. Fire Protection/Adequate Egress
 - a. Glass door should have code required 10-inch kick plates installed.
 - b. There are no code required smoke detectors in the building.
 - c. The emergency lighting does not comply with code.
 - d. There is no code required emergency notification system in the building.
 - e. The building does not have a code required building sprinkler system installed.
 - f. There is a confined space that is not properly identified per code.

4. Layout and Condition of Interior Partitions/Materials
 - a. Interior walls are damaged and should be repaired/repainted.
 - b. Carpeting is buckling creating an impediment for code required emergency egress.
 - c. Vinyl composition tile is worn and should be replaced.
 - d. Carpeting is worn and dirty.
 - e. The elevated storage area does not have a code required 4-inch toe board.

5. Exterior Construction
 - a. Exterior walls should be repainted.
 - b. Exterior concrete block walls are cracked and damaged, allowing for water intrusion, contrary to code.
 - c. Windows have failed, allowing for water intrusion, contrary to code.
 - d. Control joint caulking has failed, allowing for water intrusion, contrary to code.
 - e. Steel lintels should be protected from rusting, per code.
 - f. Garage doors are rusting and should be repaired/repainted.
 - g. Metal downspouts are damaged.
 - h. The roofing material has failed, allowing for water intrusion, contrary to code.

Description of Code Deficiencies

1. Restroom should be modified to comply with ADA code.
2. Thresholds should be modified to comply with code for maximum height.
3. Two interior doors should have landings modified to comply with code.
4. Door hardware should be replaced to comply with ADA code.
5. The reception desk should be modified to comply with ADA code.
6. Modify stairway to elevated storage to comply with code for proper rise and run of treads.
7. Install code compliant handrails on stairway to elevated storage.
8. HVAC system should be replaced to comply with code.
9. Electrical control panels are required by code to have a 36-inch clear space in front of them.
10. Glass doors should have code required 10-inch kick plates installed.
11. Code required smoke detectors should be installed.
12. Code compliant emergency lighting should be installed.
13. A code required emergency notification system should be installed.
14. A code required building sprinkler system should be installed.
15. The confined space area should be properly identified, per code.
16. Damaged carpeting should be replaced to comply with code for emergency egress.
17. A code required 4-inch toe board should be installed in the elevated storage area.
18. Exterior block walls should be repaired/repointed to prevent water intrusion, per code.
19. Windows should be replaced to prevent water intrusion, per code.
20. Exterior masonry control joint caulking should be removed/replaced to prevent water intrusion, per code.
21. Steel lintels should be protected from rusting per code.
22. Roofing material should be replaced to prevent water intrusion per code.

Overview of Deficiencies

This building is currently being used for vehicle repair. There are no code required emergency systems in the building. The exterior concrete block walls need repair and repainting. Interior walls should be repaired and repainted. Flooring material should be replaced. Accessibility to all areas needs to be addressed per code.

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West Saint Paul Town Center 1 TIF Analysis

Building Code, Condition Deficiency and Context Analysis Report

Parcel No. & Building Name: 8 Commercial – MAACO Auto
Address: 81 Wentworth Ave E, West St Paul, MN 55118
Parcel ID: 421780001072
Inspection Date(s) & Time(s): March 19, 2018 11:00 am
Inspection Type: Interior and Exterior
Summary of Deficiencies: It is our professional opinion that this building is Substandard because:
- Substantial renovation is required to correct Conditions found.
- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.

Estimated Replacement Cost: \$720,617
Estimated Cost to Correct Building Code Deficiencies: \$239,546
Percentage of Replacement Cost for Building Code Deficiencies: 33.24%

Defects in Structural Elements

1. None observed.

Combination of Deficiencies

1. Essential Utilities and Facilities
 - a. Door hardware does not comply with ADA code.
 - b. Thresholds do not comply with code for maximum height.
 - c. The reception desk is not ADA compliant.
 - d. Restrooms are not fully ADA code compliant.
 - e. Glass doors do not have code required 10-inch kick plates.
2. Light and Ventilation
 - a. HVAC system does not comply with mechanical/building code.
 - b. Electrical outlet does not have code required cover plate.
3. Fire Protection/Adequate Egress
 - a. Emergency exit doors have hardware that is not code compliant.
 - b. Confined spaces are not properly identified by code.
 - c. There are no code compliant smoke detectors in the building.
 - d. There is no code required emergency notification system in the building.
 - e. There is no code required building sprinkler system.

4. Layout and Condition of Interior Partitions/Materials
 - a. Interior walls should be repainted.
 - b. Vinyl floor tile is damaged and should be repaired.
 - c. Carpeting is stained and should be replaced.
 - d. Ceilings are water stained, indicative of a failed roofing system.
 - e. Pull down ceiling ladder is damaged and should be replaced.

5. Exterior Construction
 - a. Glass doors are damaged, allowing for water intrusion, contrary to code.
 - b. Steel lintels over the garage doors should be protected from rusting, per code.
 - c. Concrete window sills are damaged, allowing for water intrusion, contrary to code.
 - d. Caulking in masonry control joints is damaged/missing, allowing for water intrusion, contrary to code.
 - e. Concrete block walls and mortar joints are damaged, allowing for water intrusion, contrary to code.
 - f. Exterior door hardware is damaged.
 - g. Exterior masonry surfaces should be repainted.
 - h. Roofing material is compromised, allowing for water intrusion, contrary to code.

Description of Code Deficiencies

1. Door hardware should be replaced to comply with ADA code.
2. Thresholds should be modified to comply with code for maximum height.
3. The reception desk does not comply with ADA code.
4. Restrooms should be modified to comply with ADA code.
5. Glass doors should have code required 10-inch kick plates installed.
6. HVAC system should be replaced to comply with mechanical/building code.
7. Electrical outlet should have code required cover plate installed.
8. Emergency exit doors should have code compliant hardware installed.
9. Confined space should be properly identified per code.
10. Code compliant smoke detectors should be installed.
11. Code required emergency notification system should be installed.
12. Code required building sprinkler system should be installed.
13. Damaged exterior glass door should be repaired to prevent water intrusion, per code.
14. Rusting steel lintels should be protected, per code.
15. Concrete window sills should be repaired to prevent water intrusion, per code.
16. Damaged caulking joints should be replaced to prevent water intrusion, per code.
17. Exterior concrete block walls are damaged, allowing for water intrusion, contrary to code.
18. Roofing material is compromised, allowing for water intrusion, contrary to code.

Overview of Deficiencies

This building was originally constructed as an auto body shop and has recently been abandoned. The exterior concrete block walls need major repair in several areas. The interior does not have code compliant life safety systems. The roof is leaking and should be replaced per code. The HVAC system does not comply with current mechanical code. The building lacks code compliant ADA services.

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APPENDIX C

Building Replacement Cost Reports
Code Deficiency Cost Reports
Photographs

West Saint Paul Town Center 1 TIF Analysis

Replacement Cost Report

RSMMeans data
from **BORIAN**

Square Foot Cost Estimate Report

Date:

4/4/2018

Estimate Name:	1565 Robert Street S City of West St Paul 1565 Robert Street South , West St Paul , Minnesota , 55118
Building Type:	Retail with Decorative Concrete Block / Bearing Walls
Location:	WEST SAINT PAUL, MN
Story Count:	1
Story Height (L.F.):	12
Floor Area (S.F.):	2000
Labor Type:	OPN
Basement Included:	No
Data Release:	Year 2018 Quarter 1
Cost Per Square Foot:	\$145.38
Building Cost:	\$290,741.96



Costs are derived from a building model with basic components.
Scope differences and market conditions can cause costs to vary significantly.

		% of Total	Cost Per S.F.	Cost
A Substructure		13.33%	17.62	35,236.43
A1010	Standard Foundations Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick		12.27	24,539.91
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide		7.65	15,301.65
	Spread footings, 3000 PSI concrete, load 50K, soil bearing capacity 6 KSF, 3' - 0" square x 12" deep		4.19	8,380.09
			0.43	858.17
A1030	Slab on Grade Slab on grade, 4" thick, non industrial, non reinforced		5.04	10,074.92
			5.04	10,074.92
A2010	Basement Excavation Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage		0.31	621.60
			0.31	621.60
B Shell		37.04%	48.95	97,908.84
B1020	Roof Construction Roof, steel joists, beams, 1.5" 22 ga metal deck, on columns and bearing wall, 20'x20' bay, 18" deep, 40 PSF superimposed load, 60 PSF total load		7.18	14,365.04
	Roof, steel joists, beams, 1.5" 22 ga metal deck, on columns and bearing wall, 20'x20' bay, 18" deep, 40 PSF superimposed load, 60 PSF total load, add for		6.42	12,833.12
			0.77	1,531.92
B2010	Exterior Walls Concrete block (CMU) wall, split rib, 8 ribs, hollow, regular weight, 8x8x16, reinforced, vertical #4@48", grouted		16.04	32,073.51
			16.04	32,073.51
B2020	Exterior Windows Aluminum flush tube frame, for 1/4" glass, 1-3/4"x4", 5'x6' opening, 1 intermediate horizontal		9.50	19,006.72
	Glazing panel, plate glass, 1/4" thick, clear		5.97	11,947.43
			3.53	7,059.29
B2030	Exterior Doors Door, aluminum & glass, without transom, full vision, double door, hardware, 6'-0" x 7'-0" opening		6.60	13,202.70
			0.77	1,536.54

	Door, steel 18 gauge, hollow metal, 1 door with frame, "A" label, 3'-0" x 7'-0" opening	5.83	11,666.16
B3010	Roof Coverings	9.63	19,260.87
	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	3.30	6,603.64
	Insulation, rigid, roof deck, polyisocyanurate, 2#/CF, 3" thick	2.00	3,992.22
	Roof edges, aluminum, duranodic, .050" thick, 6" face	2.67	5,337.75
	Flashing, aluminum, no backing sides, .019"	0.52	1,032.72
	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	1.15	2,294.54
C Interiors		15.77%	20.84
C1010	Partitions	2.92	5,833.15
	Metal partition, 5/8" fire rated gypsum board face, no base, 3 -5/8" @ 24" OC framing, same opposite face, no insulation	2.92	5,833.15
C1020	Interior Doors	3.20	6,407.81
	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	3.20	6,407.81
C3010	Wall Finishes	4.91	9,822.16
	2 coats paint on masonry with block filler	3.27	6,531.60
	Painting, interior on plaster and drywall, brushwork, primer & 2 coats	1.65	3,290.56
C3020	Floor Finishes	3.63	7,259.92
	Vinyl, composition tile, maximum	2.84	5,687.42
	Tile, quarry tile, mud set, minimum	0.79	1,572.50
C3030	Ceiling Finishes	6.18	12,352.60
	Acoustic ceilings, 3/4" fiberglass board, 24" x 48" tile, tee grid, suspended support	6.18	12,352.60
D Services		33.86%	44.75
D2010	Plumbing Fixtures	11.29	22,576.44
	Water closet, vitreous china, bowl only with flush valve, wall hung	7.46	14,913.52
	Lavatory w/trim, vanity top, PE on CI, 19" x 16" oval	2.43	4,862.31
	Service sink w/trim, PE on CI, corner floor, 28" x 28", w/rim guard	0.54	1,089.90
	Water cooler, electric, wall hung, dual height, 14.3 GPH	0.86	1,710.71
D2020	Domestic Water Distribution	0.40	794.97
	Electric water heater, residential, 100< F rise, 20 gallon tank, 7 GPH	0.40	794.97
D2040	Rain Water Drainage	3.19	6,376.92
	Roof drain, DWV PVC, 4" diam, diam, 10' high	3.03	6,051.92
	Roof drain, DWV PVC, 4" diam, for each additional foot add	0.16	325.00
D3050	Terminal & Package Units	7.13	14,265.75
	A/C, rooftop, DX cooling, gas heat, curb, economizer, filters, 5 ton	7.13	14,265.75
D4010	Sprinklers	3.57	7,136.82
	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 10,000 SF	3.57	7,136.82
D4020	Standpipes	0.92	1,849.25
	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.92	1,849.25
D5010	Electrical Service/Distribution	5.74	11,473.94
	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	1.46	2,923.43
	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	1.19	2,388.98
	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	3.08	6,161.53

D5020	Lighting and Branch Wiring		8.33	16,656.52
	Receptacles incl plate, box, conduit, wire, 2.5 per 1000 SF, .3 watts per SF		1.86	3,711.44
	Wall switches, 1.0 per 1000 SF		0.29	582.14
	Miscellaneous power, to .5 watts		0.16	313.06
	Central air conditioning power, 4 watts		0.61	1,224.40
	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF		5.41	10,825.48
D5030	Communications and Security		4.18	8,359.35
	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire		0.96	1,919.02
	Fire alarm command center, addressable without voice, excl. wire & conduit		3.22	6,440.33
E Equipment & Furnishings		0%	0	0
E1090	Other Equipment		0	0
F Special Construction		0%	0	0
G Building Sitework		0%	0	0
SubTotal		100%	\$132.16	\$264,310.87
Contractor Fees (General Conditions,Overhead,Profit)		10.00%	\$13.22	\$26,431.09
Architectural Fees		0.00%	\$0.00	\$0.00
User Fees		0.00%	\$0.00	\$0.00
Total Building Cost			\$145.38	\$290,741.96

West Saint Paul Town Center 1 TIF Analysis

Code Deficiency Cost Report

Parcel 4 - 1565 Roberts St S, West St Paul, MN 55118 - PID 42-17800-01-071

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Door Hardware				
	Install ADA code compliant door hardware	\$ 250.00	EA	2	\$ 500.00
	Restroom				
	Modify restroom to comply ADA code	\$ 2.43	SF	2000	\$ 4,860.00
	Thresholds				
	Modify thresholds to comply with code	\$ 100.00	EA	2	\$ 200.00
Structural Elements					
	Foundation Walls				
	Foundation walls should be repaired to prevent water intrusion per code.	\$ 0.75	SF	2000	\$ 1,500.00
Exiting					
	Glass Doors				
	Install 10-inch kick plate per code	\$ 100.00	EA	4	\$ 400.00
	Sidewalks				
	Repair sidewalks to create unimpeded means of emergency egress per code	\$ 9.00	SF	100	\$ 900.00
Fire Protection					
	Smoke Detectors				
	Code required smoke detectors should be installed	\$ 0.96	SF	2000	\$ 1,920.00
	Emergency Lights				
	Code compliant emergency lighting should be installed	\$ 0.65	SF	2000	\$ 1,300.00
	Emergency Notification System				
	Code required emergency notification system should be installed	\$ 3.22	SF	2000	\$ 6,440.00
	Sprinkler System				
	Code required building sprinkler system should be installed	\$ 4.49	SF	2000	\$ 8,980.00
Exterior Construction					
	Masonry Control Joints				
	Replace damaged caulking in masonry control joints to prevent water intrusion per code	\$ 8.90	LF	20	\$ 178.00
Roof Construction					
	Roofing Material				
	Remove compromised roofing material	\$ 1.00	SF	2000	\$ 2,000.00
	Replace roofing material to prevent water intrusion per code	\$ 9.63	SF	2000	\$ 19,260.00

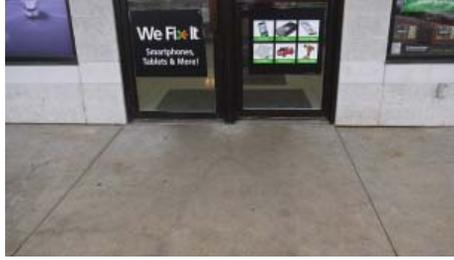
Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Mechanical- Electrical					
				\$	-
				Total Code Improvements	\$ 48,438

West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 4, 1565 ROBERT ST S, Batteries Plus



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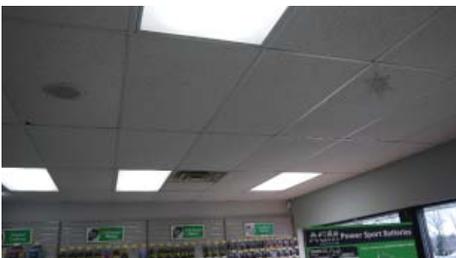
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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 4, 1565 ROBERT ST S, Batteries Plus



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West Saint Paul Town Center 1 TIF Analysis

Replacement Cost Report

RSMeans data
from **BORIAN**

Square Foot Cost Estimate Report

Date:

4/5/2018

Estimate Name: **1571 Robert St S**
City of West St Paul
1571 Robert St S , West St Paul , Minnesota ,
55118

Building Type: **Garage, Repair with Concrete Block / Steel Joists**

Location: **WEST SAINT PAUL, MN**

Story Count: **1**

Story Height (L.F.): **14**

Floor Area (S.F.): **4000**

Labor Type: **OPN**

Basement Included: **No**

Data Release: **Year 2018 Quarter 1**

Cost Per Square Foot: **\$106.73**

Building Cost: **\$426,881.68**



Costs are derived from a building model with basic components.

Scope differences and market conditions can cause costs to vary significantly.

		% of Total	Cost Per S.F.	Cost
A Substructure		17.53%	17.01	68,029.88
A1010	Standard Foundations Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick		8.85	35,397.96
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide		5.72	22,871.94
			3.13	12,526.02
A1030	Slab on Grade Slab on grade, 6" thick, light industrial, reinforced		7.85	31,388.72
			7.85	31,388.72
A2010	Basement Excavation Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage		0.31	1,243.20
			0.31	1,243.20
B Shell		31.53%	30.59	122,367.71
B1020	Roof Construction Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load		6.23	24,904.84
			6.23	24,904.84
B2010	Exterior Walls Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted		11.07	44,277.85
			11.07	44,277.85
B2020	Exterior Windows Windows, aluminum, sliding, standard glass, 5' x 3'		1.72	6,888.16
			1.72	6,888.16
B2030	Exterior Doors Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening		3.39	13,570.48
			0.84	3,354.96
			2.55	10,215.52
B3010	Roof Coverings Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped		8.18	32,726.38
			3.14	12,578.36

	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	2.18	8,739.76
	Roof edges, aluminum, duranodic, .050" thick, 6" face	1.99	7,978.53
	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	0.86	3,429.73
C Interiors		11.59%	11.25
			44,990.88
C1010	Partitions	4.77	19,099.64
	Lightweight block 4" thick	1.70	6,783.34
	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	3.08	12,316.30
C1020	Interior Doors	0.40	1,601.95
	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	0.40	1,601.95
C1030	Fittings	0.38	1,533.00
	Toilet partitions, cubicles, ceiling hung, stainless steel	0.38	1,533.00
C3010	Wall Finishes	4.03	16,112.64
	2 coats paint on masonry with block filler	2.68	10,720.19
	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	0.76	3,038.66
	Painting, masonry or concrete, latex, brushwork, addition for block filler	0.59	2,353.79
C3020	Floor Finishes	1.24	4,943.51
	Concrete topping, hardeners, metallic additive, minimum	1.00	3,987.72
	Vinyl, composition tile, minimum	0.24	955.79
C3030	Ceiling Finishes	0.43	1,700.14
	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	0.43	1,700.14
D Services		39.34%	38.18
			152,685.78
D2010	Plumbing Fixtures	2.96	11,842.14
	Water closet, vitreous china, bowl only with flush valve, wall hung	1.15	4,588.78
	Urinal, vitreous china, wall hung	0.24	942.45
	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	0.60	2,385.03
	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.65	2,593.30
	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.33	1,332.58
D2020	Domestic Water Distribution	0.69	2,778.68
	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	0.69	2,778.68
D2040	Rain Water Drainage	3.25	12,997.05
	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	1.72	6,899.08
	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	1.52	6,097.97
D3050	Terminal & Package Units	9.76	39,027.72
	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	9.76	39,027.72
D3090	Other HVAC Systems/Equip	2.44	9,764.81
	Garage, single exhaust, 3" outlet, cars & light trucks, 1 bay	1.61	6,423.98
	Garage, single exhaust, 3" outlet, additional bays up to seven bays	0.84	3,340.83
D4010	Sprinklers	4.67	18,667.68
	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	4.67	18,667.68
D4020	Standpipes	1.01	4,034.61
	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.92	3,698.49
	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	0.08	336.12

D5010	Electrical Service/Distribution		1.17	4,664.90
	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A		0.73	2,923.43
	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A		0.36	1,433.39
	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A		0.08	308.08
D5020	Lighting and Branch Wiring		8.45	33,803.32
	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF		2.16	8,629.84
	Miscellaneous power, 1 watt		0.29	1,161.68
	Central air conditioning power, 3 watts fixtures @32watt per 1000 SF		0.59	2,360.84
			5.41	21,650.96
D5030	Communications and Security		3.68	14,713.23
	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire		2.13	8,528.98
	Fire alarm command center, addressable with voice, excl. wire & conduit		1.30	5,205.88
	Internet wiring, 4 data/voice outlets per 1000 S.F.		0.24	978.37
D5090	Other Electrical Systems		0.10	391.64
	operated, 3 phase, 4 wire, 277/480 V, 15 kW		0.10	391.64
E Equipment & Furnishings		0%	0	0
E1090	Other Equipment		0	0
F Special Construction		0%	0	0
G Building Sitework		0%	0	0
SubTotal		100%	\$97.03	\$388,074.25
Contractor Fees (General Conditions,Overhead,Profit)		10.00%	\$9.70	\$38,807.43
Architectural Fees		0.00%	\$0.00	\$0.00
User Fees		0.00%	\$0.00	\$0.00
Total Building Cost			\$106.73	\$426,881.68

West Saint Paul Town Center 1 TIF Analysis

Code Deficiency Cost Report

Parcel 6 - 1571 Robert St S, West St Paul, MN 55118 - PID 421780001063

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Restrooms				
	Restrooms should be modified to comply with ADA code	\$ 500.00	EA	2	\$ 1,000.00
	Thresholds				
	Exterior door thresholds should be modified to comply with code for maximum height	\$ 250.00	EA	2	\$ 500.00
	Interior Door Landings				
	Modify interior door landings to comply with code for proper size	\$ 500.00	EA	2	\$ 1,000.00
	Door Hardware				
	Install ADA code compliant door hardware	\$ 250.00	EA	4	\$ 1,000.00
	Reception Desk				
	Modify reception desk to comply with ADA code	\$ 500.00	Lump	1	\$ 500.00
	Elevated Storage Stairway				
	Install code compliant handrails	\$ 100.00	Lump	1	\$ 100.00
	Modify rise and run of treads to comply with code	\$ 1,000.00	Lump	1	\$ 1,000.00
					\$ -
Structural Elements					
Exiting					
	Glass Door				
	Install code required 10-inch kick plates on glass door	\$ 100.00	EA	2	\$ 200.00
	Carpeting				
	Replace damaged carpeting to create a code compliant unimpeded means for emergency egress	\$ 6.00	SF	400	\$ 2,400.00
	Confined Space				
	Identify confined space per code and create code compliant procedures for entry	\$ 500.00	Lump	1	\$ 500.00
	Elevated Storage Area				
	Install code required 4-inch toe board	\$ 250.00	Lump	1	\$ 250.00
Fire Protection					
	Smoke Detectors				
	Install code required smoke detectors	\$ 2.13	SF	4000	\$ 8,520.00
	Emergency Lighting				
	Install code compliant emergency lighting	\$ 0.75	SF	4000	\$ 3,000.00
	Emergency Notification System				
	Install code required emergency notification system	\$ 1.30	SF	4000	\$ 5,200.00

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Building Sprinkler System				
	Install code required building sprinkler system	\$ 5.68	SF	4000	\$ 22,720.00
Exterior Construction					
	Exterior Concrete Block Walls				
	Repair/repoint damaged exterior concrete block walls to prevent water intrusion per code	\$ 2.12	SF	4000	\$ 8,480.00
	Exterior Masonry Control Joints				
	Remove/replace damaged caulking to prevent water intrusion per code	\$ 5.12	LF	280	\$ 1,433.60
	Windows				
	Replace windows to prevent water intrusion per code	\$ 1.72	SF	4000	\$ 6,880.00
	Steel Lintels				
	Protect steel lintels from rusting per code	\$ 500.00	Lump	1	\$ 500.00
Roof Construction					
	Roofing Material				
	Remove failed roofing material	\$ 0.95	SF	4000	\$ 3,800.00
	Replace roofing material to prevent water intrusion per code	\$ 8.18	SF	4000	\$ 32,720.00
Mechanical- Electrical					
	Mechanical				
	Install code compliant HVAC system	\$ 9.76	SF	4000	\$ 39,040.00
	Electrical				
	Increase electrical service for new HVAC system	\$ 0.59	SF	4000	\$ 2,360.00
	Create code required 36-inch clear space in front of electrical control panels	\$ 50.00	Lump	1	\$ 50.00
Total Code Improvements					\$ 143,154

West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 6, 1571 ROBERT ST S, AAMCO



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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 6, 1571 ROBERT ST S, AAMCO



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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 6, 1571 ROBERT ST S, AAMCO



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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 6, 1571 ROBERT ST S, AAMCO



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West Saint Paul Town Center 1 TIF Analysis

Replacement Cost Report

RSMeans data
from **BORIAN**

Square Foot Cost Estimate Report

Date:

4/3/2018

Estimate Name: **81 Wentworth Ave E**
City of West St Paul
81 Wentworth Ave E , West St Paul , Minnesota ,
55118

Building Type: **Garage, Repair with Concrete Block / Steel Joists**

Location: **WEST ST PAUL, MN**

Story Count: **1**

Story Height (L.F.): **14**

Floor Area (S.F.): **7400**

Labor Type: **OPN**

Basement Included: **No**

Data Release: **Year 2018 Quarter 1**

Cost Per Square Foot: **\$97.41**

Building Cost: **\$720,617.24**



Costs are derived from a building model with basic components.

Scope differences and market conditions can cause costs to vary significantly.

		% of Total	Cost Per S.F.	Cost
A Substructure		17.03%	15.07	111,535.38
A1010	Standard Foundations Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick		6.71	49,669.16
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide		4.34	32,110.69
			2.37	17,558.47
A1030	Slab on Grade Slab on grade, 6" thick, light industrial, reinforced		8.04	59,485.49
			8.04	59,485.49
A2010	Basement Excavation Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage		0.32	2,380.73
			0.32	2,380.73
B Shell		29.95%	26.52	196,181.31
B1020	Roof Construction Roof, steel joists, 1.5" 22 ga metal deck, on bearing walls, 40' bay, 25.5" deep, 40 PSF superimposed load, 61 PSF total load		6.27	46,366.62
			6.27	46,366.62
B2010	Exterior Walls Concrete block (CMU) wall, regular weight, 75% solid, 8 x 8 x 16, 4500 PSI, reinforced, vertical #5@32", grouted		8.43	62,414.55
			8.43	62,414.55
B2020	Exterior Windows Windows, aluminum, sliding, standard glass, 5' x 3'		1.31	9,701.95
			1.31	9,701.95
B2030	Exterior Doors Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening		2.81	20,785.96
			0.86	6,396.25
			1.94	14,389.71
B3010	Roof Coverings Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped		7.66	56,651.96
			3.24	23,971.86

	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	2.25	16,638.16
	Roof edges, aluminum, duranodic, .050" thick, 6" face	1.52	11,219.25
	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	0.65	4,822.69
B3020	Roof Openings	0.04	260.27
	Skylight, plastic domes, insulated curbs, 10 SF to 20 SF, single glazing	0.04	260.27
C Interiors		12.14%	10.76
C1010	Partitions	4.95	36,623.74
	Lightweight block 4" thick	1.76	13,003.81
	Concrete block (CMU) partition, light weight, hollow, 8" thick, no finish	3.19	23,619.93
C1020	Interior Doors	0.42	3,077.91
	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	0.42	3,077.91
C1030	Fittings	0.22	1,592.13
	Toilet partitions, cubicles, ceiling hung, stainless steel	0.22	1,592.13
C3010	Wall Finishes	3.45	25,505.47
	2 coats paint on masonry with block filler	2.05	15,171.45
	Painting, masonry or concrete, latex, brushwork, primer & 2 coats	0.79	5,824.13
	Painting, masonry or concrete, latex, brushwork, addition for block filler	0.61	4,509.89
C3020	Floor Finishes	1.28	9,484.04
	Concrete topping, hardeners, metallic additive, minimum	1.03	7,649.54
	Vinyl, composition tile, minimum	0.25	1,834.50
C3030	Ceiling Finishes	0.44	3,263.53
	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	0.44	3,263.53
D Services		40.89%	36.20
D2010	Plumbing Fixtures	3.36	24,830.95
	Water closet, vitreous china, bowl only with flush valve, wall hung	1.14	8,447.72
	Urinal, vitreous china, wall hung	0.23	1,725.30
	Lavatory w/trim, wall hung, PE on CI, 19" x 17"	0.59	4,375.43
	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.64	4,768.58
	Shower, stall, baked enamel, molded stone receptor, 30" square	0.41	3,063.52
	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.33	2,450.40
D2020	Domestic Water Distribution	0.69	5,107.04
	Gas fired water heater, residential, 100< F rise, 30 gal tank, 32 GPH	0.69	5,107.04
D2040	Rain Water Drainage	2.53	18,704.96
	Roof drain, steel galv sch 40 threaded, 4" diam piping, 10' high	1.71	12,668.85
	Roof drain, steel galv sch 40 threaded, 4" diam piping, for each additional foot add	0.82	6,036.11
D3050	Terminal & Package Units	9.67	71,570.06
	Rooftop, single zone, air conditioner, factories, 10,000 SF, 33.33 ton	9.67	71,570.06
D3090	Other HVAC Systems/Equip	1.31	9,710.26
	Garage, single exhaust, 3" outlet, cars & light trucks, 1 bay	0.86	6,387.98
	Garage, single exhaust, 3" outlet, additional bays up to seven bays	0.45	3,322.28
D4010	Sprinklers	4.62	34,199.40
	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	4.62	34,199.40
D4020	Standpipes	1.00	7,412.40
	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.92	6,795.35
	floors	0.08	617.05

D5010	Electrical Service/Distribution		0.64	4,701.12
	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A		0.40	2,952.13
	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A		0.19	1,442.70
	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A		0.04	306.29
D5020	Lighting and Branch Wiring		8.59	63,586.72
	Receptacles incl plate, box, conduit, wire, 4 per 1000 SF, .5 watts per SF		2.20	16,281.11
	Miscellaneous power, 1 watt		0.30	2,190.40
	Central air conditioning power, 3 watts		0.60	4,441.48
	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF		5.50	40,673.73
D5030	Communications and Security		3.69	27,302.45
	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire		2.15	15,919.99
	Fire alarm command center, addressable with voice, excl. wire & conduit		1.29	9,537.86
	Internet wiring, 4 data/voice outlets per 1000 S.F.		0.25	1,844.60
D5090	Other Electrical Systems		0.10	717.71
	Generator sets, w/battery, charger, muffler and transfer switch, gas/gasoline operated, 3 phase, 4 wire, 277/480 V, 15 kW		0.10	717.71
E Equipment & Furnishings		0%	0	0
E1090	Other Equipment		0	0
F Special Construction		0%	0	0
G Building Sitework		0%	0	0
SubTotal		100%	\$88.55	\$655,106.58
Contractor Fees (General Conditions,Overhead,Profit)		10.00%	\$8.86	\$65,510.66
Architectural Fees		0.00%	\$0.00	\$0.00
User Fees		0.00%	\$0.00	\$0.00
Total Building Cost			\$97.41	\$720,617.24

West Saint Paul Town Center 1 TIF Analysis

Code Deficiency Cost Report

Parcel 8 - 81 Wentworth Ave E, West St Paul, MN 55118 - PID 421780001072

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Accessibility Items					
	Door Hardware				
	Install ADA code compliant door hardware	\$ 250.00	EA	10	\$ 2,500.00
	Thresholds				
	Modify thresholds to comply with code for maximum height	\$ 250.00	EA	5	\$ 1,250.00
	Reception Desk				
	Modify reception desk to comply with ADA code	\$ 500.00	Lump	1	\$ 500.00
	Restrooms				
	Modify restrooms to comply with ADA code	\$ 0.25	SF	7400	\$ 1,850.00
Structural Elements					
					\$ -
Exiting					
	Door Hardware				
	Replace exiting door hardware to become code compliant	\$ 500.00	EA	1	\$ 500.00
	Glass Doors				
	Install code required 10-inch kick plates on glass doors	\$ 100.00	EA	4	\$ 400.00
	Confined Space				
	Identify confined space per code and create code compliant procedures for entry	\$ 500.00	EA	1	\$ 500.00
Fire Protection					
	Smoke Detectors				
	Code required smoke detectors should be installed	\$ 2.14	SF	7400	\$ 15,836.00
	Emergency Notification System				
	Code required emergency notification system should be installed	\$ 1.29	SF	7400	\$ 9,546.00
	Sprinkler System				
	Code required building sprinkler system should be installed	\$ 5.62	SF	7400	\$ 41,588.00
Exterior Construction					
	Glass Door				
	Repair glass door to prevent water intrusion per code	\$ 450.00	EA	1	\$ 450.00
	Steel Lintels				
	Protect steel lintels from rusting per code	\$ 600.00	Lump	1	\$ 600.00
	Concrete Window Sills				
	Repair concrete window sills to prevent water intrusion per code	\$ 500.00	Lump	1	\$ 500.00

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Caulking Joints				
	Replace damaged caulking to prevent water intrusion per code	\$ 4.25	LF	360	\$ 1,530.00
	Concrete Block Walls				
	Repair/replace damaged concrete block walls and mortar joints to prevent water intrusion per code	\$ 2.50	SF	7400	\$ 18,500.00
	Roof Construction				
	Roofing Material				
	Remove damaged roofing material	\$ 0.75	SF	7400	\$ 5,550.00
	Replace roofing material	\$ 7.66	SF	7400	\$ 56,684.00
	Mechanical- Electrical				
	Mechanical				
	Install code compliant HVAC system	\$ 10.98	SF	7400	\$ 81,252.00
	Electrical				
	Install code required cover plate on electrical outlet	\$ 10.00	EA	1	\$ 10.00
Total Code Improvements					\$ 239,546

West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 8, 81 WENTWORTH AVE E, MAACO Auto



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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 8, 81 WENTWORTH AVE E, MAACO Auto



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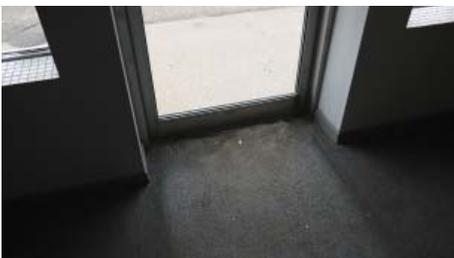
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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 8, 81 WENTWORTH AVE E, MAACO Auto



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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 8, 81 WENTWORTH AVE E, MAACO Auto



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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 8, 81 WENTWORTH AVE E, MAACO Auto



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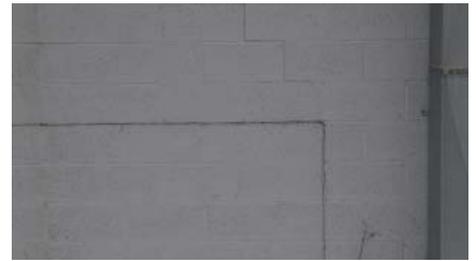
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West Saint Paul Town Center 1 TIF Analysis

Photos: Parcel 8, 81 WENTWORTH AVE E, MAACO Auto



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CONTRACT FOR PRIVATE REDEVELOPMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2020, by and among the West St. Paul Economic Development Authority, a Minnesota public body corporate and politic, having its principal office at 1616 Humboldt Ave., West St. Paul, Minnesota 55118, the City of West St. Paul, a Minnesota municipal corporation, having its principal office at 1616 Humboldt Ave., West St. Paul, Minnesota 55118 and Roers West St. Paul Apartments Owner LLC, a Delaware limited liability company, having its principal office at 110 Cheshire Lane, Suite 120, Minnetonka, MN 55305.

WITNESSETH:

WHEREAS, the Developer has entered into Purchase Agreements for the purchase of a portion of Development Property within the City that is necessary for Developer's Minimum Improvements, subject to any the approval by the City of all rezoning, conditional use permits and variances necessary for Developer's redevelopment of the Development Property for the Minimum Improvements; and

WHEREAS, the EDA proposes to sell a portion of the Development Property it owns to the Developer for the construction of the Minimum Improvements and held a public hearing on the sale on August 31, 2020, at which the public had an opportunity to be heard; and

WHEREAS, in order to make redevelopment of the Development Property financially feasible, the EDA has determined to provide certain financial assistance to the Developer; and

WHEREAS, the EDA and the City believe that the development of the Development Property pursuant to and in general fulfillment of this Agreement is in the vital and best interests of the City, will promote the health, safety, morals, and welfare of its residents, and will be in accord with the public purposes and provisions of the applicable State and local laws and requirements.

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 D 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.

“City Development Districts Act” means Minnesota Statutes sections 469.124 through 469.134 as amended.

“Closing” or “Closing Date” means on or before November 30, 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 EDA.

“Contingency Date” means October 31, 2020.

“County” means Dakota County.

“Developer” means Roers West St. Paul Apartments Owner LLC, a Delaware limited liability company, or its successors and assigns.

“Development District” means South Robert Street Redevelopment Project No. 1 established pursuant to Minnesota Statutes, sections 469.124 to 469.134 and now operated by the EDA.

“Development Property” or “Property” means the real property described in Exhibit B of this Agreement.

“Earnest Money” means the earnest money deposit of Twenty Thousand Dollars and 00/100s (\$20,000.00) to be deposited with the EDA upon execution of this Agreement by Developer.

“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.

“EDA Property” means approximately 2.15 acres of real property legally described and identified on Exhibit A as EDA Property.

“EDA Property Deed” means the warranty deed in the form attached hereto as Exhibit E, by which the EDA will convey the EDA Property to the Developer.

“Effective Date” means August 31, 2020.

“Event of Default” means an action by the Developer or the EDA listed in Article VIII of this Agreement.

“HRA Act” means Minnesota Statutes sections 469.001 through 469.047 as amended.

“Maturity Date” means the date when the Developer has satisfied its obligations under the Agreement and the EDA has issued the Certificate of Completion, which shall be no later than December 31, 2022, unless otherwise agreed to by the parties in writing.

“Minimum Improvements” means the acquisition of land and construction of approximately 192 units of market rate housing, approximately 1,700 square feet of retail/restaurant, and dependent upon market demand, up to an additional approximately 10,600 square feet of retail. The Minimum Improvements are more fully described in Exhibit C, which is attached hereto and incorporated herein.

“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 listed on Exhibit C and attached hereto.

“Program” means the Program for Development District No. 1 which lists the goals and objectives of development and redevelopment within the Development District.

“Project” or “Redevelopment Project” means the Minimum Improvements.

“Purchase Price” means One Million Two Hundred Thousand Dollars (\$1,200,000), all of which is allocated to the purchase of Parcel 1 on Exhibit A.

“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 Commercial Partners Title LLC.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused, including, but not limited to, delays 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. Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

- Exhibit A. Legal Description of EDA Property
- Exhibit B. Legal Description of Development Property
- Exhibit C. Preliminary Plans
- Exhibit D. Form of Certificate of Completion
- Exhibit E. Form of EDA Property Deed
- Exhibit F. Developer Fees

Section 1.3. 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 EDA 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.

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 arising 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 EDA Property Deed.

Section 2.2. Representations and Warranties by the City. The City hereby warrants and represents as follows:

- (a) Organization. The City is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- (b) Authority. The City has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.

The representations and warranties of this Section 2.2 shall survive Closing.

Section 2.3. Representations and Warranties by the Developer. The Developer represents and warrants that:

- (a) The Developer is a Delaware limited liability company, duly organized and in good standing under the laws of Delaware 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 will deposit the Earnest Money with the Title Company upon execution of this Agreement by Developer.
- (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 EDA 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) The Developer will complete the Minimum Improvements in accordance with all local, state, federal laws or regulations.
- (f) The Developer will 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 Closing, the Developer shall have closed on all financing and will have the financial capacity needed to meet the obligations specified in this Agreement and is prepared to commence construction of the Minimum Improvements by the date specified in Section 4.6 of 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 agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

The representations, warranties and other provisions of this Section 2.3 shall survive Closing.

Section 2.4. Environmental Conditions

(a) As Is. Except as otherwise provided pursuant to Section 2.1, 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 EDA Property. The EDA makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”).

(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 EDA Property.

(c) Right of Entry and Hold Harmless. Developer may enter and inspect the EDA Property and agrees to indemnify and hold the EDA harmless from any costs, expenses and/or claims associated with, occasioned by or arising out of Developer’s entry and testing of the EDA Property.

ARTICLE III **Conveyance of Property**

Section 3.1. Sale of EDA 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 EDA Property, subject only to Permitted Encumbrances.

Section 3.2. Purchase Price. The Purchase Price for the EDA Property is less than fair market value. But for the purchase price reduction, Developer represents that they do not have the funds to undertake the Project. The Earnest Money shall be applied at Closing against the Purchase Price.

Section 3.3. 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 3.4. Developer’s Investigations. From the Effective Date through the Closing 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, without limitation, surveying, testing of soil and groundwater, and obtaining a current Phase I Environmental Site Assessment (“Phase I”) of the EDA Property (“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, following EDA’s request, 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 3.5. Developer’s Contingencies. Developer’s obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date (or such earlier date as is noted in any individual contingency below), 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 (a) 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) Governmental Approvals. On or before the Closing 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. In the event that, despite Developer’s exercise of good faith and commercially reasonable efforts to obtain all appropriate government approvals for the Proposed Use by the Closing Date, the City is not prepared to issue a building permit for the Project on or before the Closing Date, then the Developer shall have the option, exercisable upon written notice to the EDA, to extend the Closing Date to the day that is 5 business days after the City is prepared to issue its building permit.
- (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 have secured such commitments for financing construction of the Minimum Improvements as are deemed necessary by Developer.
- (h) Acquisition of Property. Developer’s acquisition of all of the Development Property not owned by the EDA.
- (i) TIF. Developer’s receipt of Tax Increment Financing from the City.

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 3.6. 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) Approval of Sale. The EDA approving the sale of the EDA Property for the Purchase Price at a public hearing.
- (b) Closed on Remaining Development Property. Developer having closed on the purchase of all Development Property not owned by the EDA.
- (c) 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.
- (d) Developer's Representations. All representations and warranties of Developer contained in this Agreement shall be accurate as of the Closing Date.
- (e) 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.
- (f) Fees. Developer pays the fees identified in Exhibit F prior to the issuance of a Building Permit.
- (g) Stormwater Maintenance Agreement. Developer agrees to execute a Stormwater Maintenance Agreement with the City.

If any contingency contained in this Section 3.6 has not been satisfied 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 3.7. 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 EDA 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. Deed. A warranty deed conveying title to the EDA Property to Developer, free and clear of all encumbrances, except the Permitted Encumbrances. Such EDA Property Deed shall include as a covenant running with the land the conditions of Minnesota Statutes, Sections 469.090 to 469.108 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. Bring Down Certificate. A certificate dated as of the Closing Date, signed by an authorized officer of EDA, certifying that the representations and warranties of EDA contained in this Agreement are true as of the Closing Date.
 7. 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. FIRPTA Affidavit. An affidavit of Developer certifying that Developer is not a “foreign person,” “foreign partnership,” “foreign trust,” “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
4. 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.
5. 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.
6. 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 may obtain and pay for an ALTA Survey ("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 EDA Property.
5. Developer shall pay all costs of recording the EDA Property Deed and this Agreement.
6. The EDA shall pay for the cost of recording any other documents necessary to convey the EDA Property as required by this Agreement.
7. EDA shall pay all state deed tax regarding the EDA 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) shall survive the Closing.

Section 3.8. Title Examination. Developer shall obtain a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the EDA Property (together with the ALTA Survey, the "Title Evidence").

- (a) **Developer Objections.** Prior to the Contingency Date, 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 3.8(b)(2) shall be deemed to be permitted encumbrances ("Permitted Encumbrances"), except that monetary encumbrances such as

mortgages or mechanic's liens shall be deemed an Objection by Developer and shall be satisfied by EDA by Closing. 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, except for any monetary encumbrances such as mortgages or mechanic's liens. 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 3.9. 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.

- (a) Within 120 days after execution of this Agreement, 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 listed on Exhibit C, 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.

- (b) No changes shall be made to the Construction Plans for the Project without the EDA's prior written approval, unless the aggregate of such changes does not increase or decrease the total development costs by more than 10%. No changes which materially alter (a) the Project's Site Plan, (b) exterior appearance, (c) construction quality, or (d) exterior materials included in the final design drawings and Construction Plans shall be made without the EDA's prior written consent. The approval of the EDA will not be unreasonably withheld, conditioned or delayed. If an amendment or prior written approval from the EDA is necessary with respect to a change in the Construction Plans, if the EDA has not rejected such amendment in writing within 60 calendar days of submission of such amendment, the amendment to Construction Plans shall automatically be deemed approved by the EDA for purposes of this Agreement but only if such amendment provided to the EDA is complete and final and meets all requirements necessary for the Developer to obtain a building permit from the City.

Section 4.2. Grading/Drainage Plan and Easements. Developer shall construct drainage facilities adequate to serve the Minimum Improvements in accordance with the Construction Plans. Developer agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service as required by the City pursuant to terms mutually agreeable to Developer and the City. The grading and drainage plan shall include any measures necessary to conform to the overall City storm sewer plan, including but not limited to such considerations as lot and building elevations, drainage swales, storm sewer, catch basins, erosion control structures and ponding areas. The grading of the site shall be completed in conformance with the Construction Plans. All storm sewer facilities, sanitary sewer and water lines shall be private unless located within the City's right of way, in which case, that portion of the facilities shall be public.

Section 4.3. Street Maintenance, Access, and Repair. The Developer shall clear, on a daily basis, any soil, earth or debris from the existing streets within or adjacent to this Minimum Improvements resulting from the grading or building on the land within the Minimum Improvements by the Developer or its agents, and shall restore to the City's specifications any gravel base contaminated by mixing construction or excavation debris or earth in it, and repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

Section 4.4. 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 4.5. 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 EDA 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 EDA 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 4.6. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements no later than thirty (30) days after the Closing Date. Subject to Unavoidable Delays, the Developer shall have substantially completed the construction of the Minimum Improvements no later than twenty-four (24) months after the required construction commencement date. 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 4.7. 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 D 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 EDA 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 EDA Property. The filing of a Certificate of Completion in such County office shall be deemed to constitute the complete release of this Agreement and to permanently discharge this Agreement from the real property records, such that no terms of this Agreement shall be binding on the Developer or any successors in title to the EDA 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 4.8. 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, subject to Unavoidable Delays. 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 its successors 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.

Section 5.3. Miscellaneous Requirements. Any additional requirements as specified by the EDA are incorporated herein.

Section 5.4. Site Access Requirements. Developer and City acknowledge that access to the Development Property and required roadway improvements will need to be determined through site plan and other planning application approvals. Developer hereby agrees to comply with all conditions and requirements related to site access approved by the City Council and will enter into any documents regarding such roadway or access maintenance, roadway access easements or other documents necessary to effectuate the conditions and requirements related thereto.

Section 5.5. Developer Fees. On or before issuance by the City of a building permit to Developer, Developer shall pay all development fees and provide a landscaping letter of credit in the amount of 125% of the value of the landscaping improvements. Upon completion of the landscaping improvements and approval by the City, the letter of credit shall be reduced to 50% of the initial value and retained for a one-year warranty period. Upon completion of the one-year warranty period the City will reinspect the landscaping improvements, at which time the letter of credit can be released upon final approval by the City. The fees are detailed in Exhibit F.

Section 5.6. Rental Licensing Requirements. The Developer shall comply with the West St. Paul Rental License Ordinance, City Code Section 150.035-150.046 and obtain a rental license prior to the occupancy of any unit. The Developer shall at all times engage a property management company with substantial experience in operating multifamily housing developments, subject to approval by the EDA, which approval will not be unreasonably withheld. The Developer will submit evidence of such management upon request by the EDA. After a Certificate of Occupancy is issued, if a combination of the number of validated calls for service or code violations, as defined in City Code Section 150.040, exceed .25 calls per unit over a four month period, the City shall suspend the rental license for the licensee until the licensee submits a remediation plan that is acceptable to the Police Chief.

Section 5.7. Livingston Median. Developer is aware that due to the Project, Dakota County is requiring the installation of a median on Livingston Avenue from Wentworth to the driveway entrance of the Project on Livingston ("Livingston Median"). The Livingston Median is scheduled for construction in 2021, therefore, the actual costs of construction are unknown at the time of this Agreement. As a County road, the Livingston Median will be constructed by the County but as with all County projects, requires a cost-share from the City of 45% of the costs. Developer understands and acknowledges that Developer shall pay the City's portion of the construction costs for the Livingston Median as invoiced by Dakota County, and shall pay the City such costs within 30 days of receipt of the notice from the City that such costs are due.

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 \$50,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any insurance settlement or payment relating to such damage 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 \$50,000, 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 may be used at the Developer's discretion.

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.

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 such portion of the Condemnation Award as is needed 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 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. Notwithstanding the foregoing, the Developer shall be permitted to grant a mortgage interest in the Development Property and may collaterally assign the Developer's interest in this Agreement to any lender providing construction or permanent financing for the Project.

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.

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 or the EDA to pay within 10 days of 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 the EDA or the Developer to observe or perform any other covenant, condition, obligation or agreement on his part to be observed or performed hereunder, following 30 days’ written notice and failure to cure by the defaulting party.
- (f) 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 appointment, 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 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 require the Developer to re-convey all remaining undeveloped properties and properties with incomplete projects within the EDA Property to the EDA, free and clear of all liens and encumbrances, pursuant to a judicial decree issued by the district court.
- (e) 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.
- (f) In the event that this Agreement is terminated by the EDA or by the Developer as a result of an Event of Default on the part of the other party, the defaulting party agrees that they will, within ten (10) days of written demand by the non-defaulting party, reimburse such party for all of its reasonable costs and expenses, including reasonable fees for attorneys and consultants, incurred in connection with the negotiation, preparation and implementation of this Agreement.
- (g) Whenever any Event of Default occurs and the non-defaulting party 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 defaulting party under this Agreement, the defaulting party agrees that it shall, within ten (10) days of written demand by the non-

defaulting party, pay to the non-defaulting party the reasonable fees for attorneys and other expenses so incurred by the non-defaulting party.

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

Additional Provisions

Section 9.1. 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 9.2. 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 9.3. Non-Discrimination. The Developer shall 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.

Section 9.4. 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 9.5. Provisions Not Merged With EDA Property Deed. None of the provisions of this Agreement is intended to or shall be merged by reason of delivery of the EDA Property Deed and the EDA Property Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.6. 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 9.7. 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: Roers West St. Paul Apartments Owner LLC
Attn: Brian Roers and Shane LaFave
110 Cheshire Lane, Suite 120
Minnetonka, MN 55305

- (b) EDA: West St. Paul Economic Development Authority
Attn: Jim Hartshorn
1616 Humboldt Ave.
West St. Paul, MN 55118

- (c) City: City of West St. Paul
Attention: City Manager
1616 Humboldt Ave.
West St. Paul, Minnesota 55118

Section 9.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.9. 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 9.10. Approvals. Approvals by the EDA shall not be unreasonably withheld, conditioned or delayed.

Section 9.11. Survival of Provisions. The provisions of this Agreement and the representations, warranties and indemnities contained herein shall survive the execution and delivery of the EDA 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 9.12. Recording. The parties agree that this document shall be recorded against all properties in Development Property at the Dakota County Recorder's Office.

Section 9.13. Subordination. Each of the EDA and the City expressly agree that their respective interests in the EDA Property shall be subordinate to the lien of mortgage held by any lender providing construction or permanent financing for the Project. The EDA and City agree to execute a subordination agreement, in a form that is appropriate for recording in the County office

for the filing of deeds, reasonably requested by Developer's lenders evidencing such subordination.

Section 9.14. Prevailing Wages. Pursuant to City Code Section 33.03, the Developer shall require the contractor and any subcontractor, agent and other person doing or contracting to do all or a part of the work on the project to pay at least the prevailing wage rate to all laborers and mechanics employed directly on the project work site and the Developer shall comply with all other requirements of the ordinance.

[The remainder of this page has been intentionally left blank]

DEVELOPER:

ROERS WEST ST. PAUL APARTMENTS OWNER LLC,
a Delaware limited liability company

By: Roers West St. Paul Apartments Manager LLC, a
Minnesota limited liability company

Its: Manager

By: Roers Companies LLC, a Minnesota limited
Liability company

Its: Manager

By: 

Brian J. Roers, its Manager

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 27 day of August, 2020, before me a Notary Public within and for said County, personally appeared Brian J. Roers, who being by me duly sworn, did say that (s)he is the Manager of Roers Companies LLC, a Minnesota limited liability company, the Manager of Roers West St. Paul Apartments Manager LLC, a Minnesota limited liability company, the Manager of Roers West St. Paul Apartments Owner 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

LEGAL DESCRIPTION OF EDA PROPERTY

Parcel 1

PID: 42-17800-01-072; Abstract Property (Maaco):

The East 125 feet of the South 166.84 feet of Lot Seven (7), Block One (1), City Center Addition according to the plat thereof on file and of record in the office of the Dakota County Recorder.

PID: 42-17800-01-076; Abstract Property (Maaco):

Lot 7, Block 1, City Center Addition, Dakota County, Minnesota, as platted and of record in the office of the County Recorder, except the East 125.00 feet of the South 166.84 feet, and except the West 40.08 feet of said Lot 7, and except the North 40.00 feet of said Lot 7, and except that part of said Lot 7, described as follows:

Beginning at the point of intersection with the East line of said Lot 7, and the South line of Lot 6, Block 1, City Center Addition; thence Westerly along the Westerly extension of the South line of said Lot 6, a distance of 60.07 feet; thence Northerly parallel with the East line of said Lot 7 to the intersection with the Westerly extension of the North line of said Lot 6; thence Easterly along the Westerly extension of the North line of said Lot 6 to the East line of said Lot 7; thence Southerly along the East line of Lot 7 to the point of beginning.

Parcel 2

PID: 42-24200-01-070; Abstract Property (Car X):

Lots 4, 5, 6 and 7, Block 1, Erchingers Addition to South St. Paul, Dakota County, Minnesota

Parcel 3

42-17800-01-042 and 42-17800-01-032; Abstract and Torrens Property; Certificate of Title 159113 (Blockbuster):

Lots 3 and 4, Block 1, City Center Addition, Dakota County, Minnesota

EXHIBIT B

EXISTING LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

PID: 42-17800-01-072; Abstract Property:

The East 125 feet of the South 166.84 feet of Lot Seven (7), Block One (1), City Center Addition according to the plat thereof on file and of record in the office of the Dakota County Recorder.

PID: 42-17800-01-076; Abstract Property:

Lot 7, Block 1, City Center Addition, Dakota County, Minnesota, as platted and of record in the office of the County Recorder, except the East 125.00 feet of the South 166.84 feet, and except the West 40.08 feet of said Lot 7, and except the North 40.00 feet of said Lot 7, and except that part of said Lot 7, described as follows:

Beginning at the point of intersection with the East line of said Lot 7, and the South line of Lot 6, Block 1, City Center Addition; thence Westerly along the Westerly extension of the South line of said Lot 6, a distance of 60.07 feet; thence Northerly parallel with the East line of said Lot 7 to the intersection with the Westerly extension of the North line of said Lot 6; thence Easterly along the Westerly extension of the North line of said Lot 6 to the East line of said Lot 7; thence Southerly along the East line of Lot 7 to the point of beginning.

PID: 42-24200-01-070; Abstract Property:

Lots 4, 5, 6 and 7, Block 1, Erchingers Addition to South St. Paul, Dakota County, Minnesota

42-17800-01-042 and 42-17800-01-032; Abstract and Torrens Property; Certificate of Title 178556:

Lots 3 and 4, Block 1, City Center Addition, Dakota County, Minnesota

42-17800-01-071 and 42-17800-01-070; Abstract Property:

That part of Lots 5 and 7, Block 1, City Center Addition, according to the United States Government Survey thereof and situate in Dakota County, Minnesota, described as follows:

Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.00 feet to a line 100.00 feet Southerly of, as measured at right angles to the North line of said Lot 5 and to the point of beginning of the land to be described; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of said Lot 5, a distance of 160.00 feet; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line of Lot 6, said Block 1; thence North 90 degrees 00 minutes 00 seconds East along said Westerly extension and along said Northerly line of Lot 6 a distance of 160.00 feet to said Easterly line of Lot 5; thence North 0

degrees 30 minutes 42 seconds West along said Easterly line of Lot 5 a distance of 105.00 feet to the point of beginning, Dakota County, Minnesota.

AND

That part of Lots 5 and 7, Block 1, City Center Addition, according to the United States Government Survey thereof and situate in Dakota County, Minnesota, described as follows:

Commencing at the Northeast corner of said Lot 5; thence South 0 degrees 30 minutes 42 seconds East along the Easterly line of said Lot 5 a distance of 100.00 feet to a line distant 100.00 Southerly of, as measured at right angles to the Northerly line of said Lot 5; thence South 89 degrees 55 minutes 38 seconds West, parallel with the North line of said Lot 5, a distance of 160.00 feet to the point of beginning of the land to be described; thence South 0 degrees 30 minutes 42 seconds East a distance of 104.80 feet to the Westerly extension of the Northerly line of Lot 6, said Block 1; thence South 90 degrees 00 minutes 00 seconds West along said Westerly extension of Lot 6 a distance of 93.02 feet to a line distant 253.01 Westerly of, as measured at right angles to the Easterly line of said Lot 5; thence North 0 degrees 30 minutes 42 seconds West, parallel with said Easterly line of Lot 5 a distance of 204.68 feet to the Northerly line of said Lot 5; thence North 89 degrees 55 minutes 38 seconds East along the Northerly line of said Lot 5 a distance of 103.01 feet to a line distant 150.00 feet Westerly of, as measured at right angles to said Easterly line of Lot 5; thence South 0 degrees 30 minutes 42 seconds East a distance of 100.00 feet to a line distant 100.00 Southerly of, as measured at right angles to the Northerly line of said Lot 5, thence South 89 degrees, 55 minutes 38 seconds West, parallel with said Northerly line of Lot 5, a distance of 10.00 feet to the point of beginning.

42-17800-01-063; Abstract Property:

Lot #6, Block 1, City Center Addition, West St. Paul, Dakota County, Minnesota, and that part of lot 7, beginning at a point on the east line of said lot 7, at the point of intersection with the south line of lot 6; thence westerly along the south line of said lot 6, extended a distance of 60.07 ft; thence northerly and parallel with the east line of lot 7 to the north line of lot 6 extended; thence easterly along the north line of lot 6 extended to the east line of lot 7; thence southerly along the east line of lot 7 to the point of beginning, situated in block 1, City Center Addition, West St. Paul, Dakota County, Minnesota.

NEW LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

(After Plat is recorded)

Lot 1, Block 1, Robert & Wentworth Redevelopment, Dakota County, Minnesota

EXHIBIT C

DESCRIPTION OF MINIMUM IMPROVEMENTS



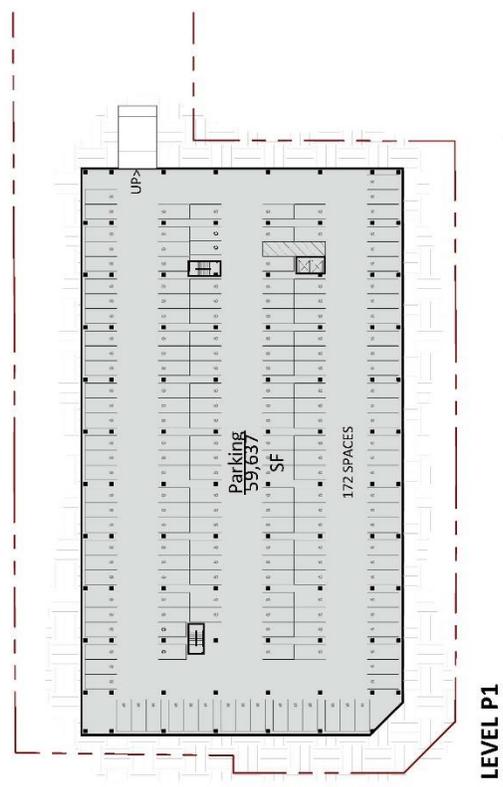
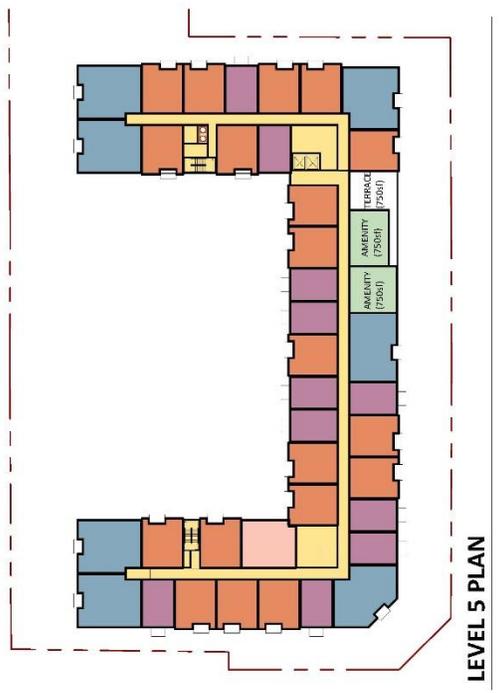
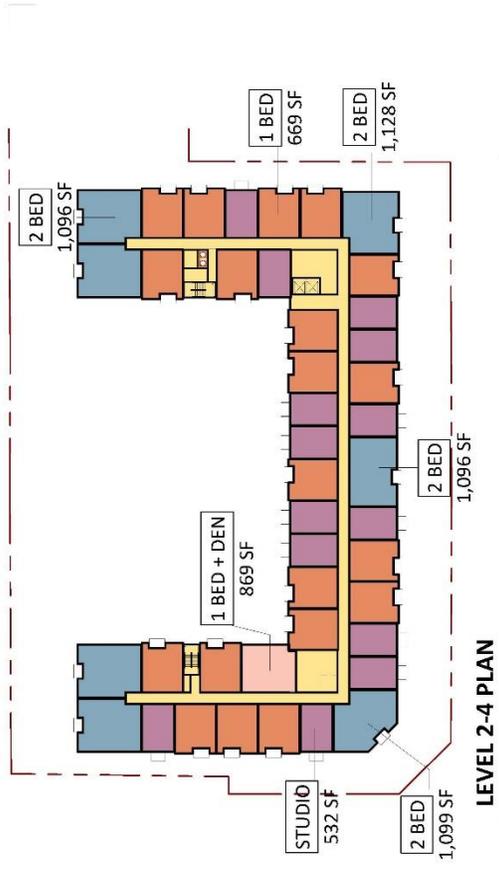
STREET LEVEL PLAN

STREET LEVEL PLAN

S Robert & Wentworth
West Saint Paul, MN

4/3/2020





4/3/2020



S Robert & Wentworth
West Saint Paul, MN

FLOOR PLANS



SITE PLAN

4/3/2020



S Robert & Wentworth
West Saint Paul, MN

SITE PLAN



View Looking North on S Robert Street

4/3/2020



S Robert & Wentworth
West Saint Paul, MN

CONCEPT RENDERINGS



View Looking South on S Robert Street

4/3/2020



S Robert & Wentworth
West Saint Paul, MN

CONCEPT RENDERINGS



View Looking East on Wentworth Avenue E

4/3/2020



S Robert & Wentworth
West Saint Paul, MN

CONCEPT RENDERINGS

EXHIBIT D
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 Roers West St. Paul Apartments Owner 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 Redevelopment 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 Redevelopment 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 Redevelopment 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 E
FORM OF
EDA 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 Roers West St. Paul Apartments Owner 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”):

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 Redevelopment” (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, pursuant to a judicial decree described in Section 3. Such right to re-enter and take possession of the Property shall only occur 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, within one year of the date of purchase, devote the Property to, and only to and in accordance with, the uses specified in any applicable redevelopment plan as amended and extended.

Pursuant to Minnesota Statutes, Section 169.105 subd. 6, it is intended and agreed that the above and foregoing agreements and covenants, including those contained in the Agreement, 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. If a covenant is violated and not cured to the satisfaction of Grantor, Grantor may declare a breach of the covenant and seek a judicial decree from Dakota County District Court declaring a forfeiture and a cancellation of the deed. Grantor shall be entitled to recover the costs for such enforcement, including attorneys' fees.

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.

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]

EXHIBIT F

DEVELOPER FEES

CASH REQUIREMENTS

City Fees	Qty	Unit Cost	Total
Connection Charge Fee (Residential)	192 units	\$ 250.00	\$ 48,000.00
Connection Charge Fee (Commercial)	5 (based on 5,000 sq. ft)	\$250.00/1,000 sq. ft.	\$ 1,250.00
Sewer Permit Fee	1	\$ 630.00	\$ 630.00
Right-Of-Way Permit Fee	1	\$ 150.00	\$ 150.00
Park Dedication Fees	1	\$ 111,536.00	\$ 111,536.00
Environmental Review and Inspection Fee	3.43 acres	\$ 800.00	\$ 2,744.00
Total Fees			\$ 164,310.00

CASH ESCROW

Cash Escrow	Cost/Acre	Acres	Total
Erosion Control Escrow	\$ 3,000.00	3.43	\$ 10,290.00
Stormwater Review Escrow			\$ 10,000.00
Total Cash Escrow:			\$ 20,290.00

SITE IMPROVEMENTS

LOC ESCROW

Site Improvement LOC	Estimated Construction Cost
Public Dog Park	\$ 30,000.00
Subtotal:	\$ 30,000.00
x 125%	
Total Site Improvement LOC:	\$ 37,500.00

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

RESOLUTION NO. 20-

**RESOLUTION APPROVING A MODIFICATION TO THE REDEVELOPMENT PLAN
FOR SOUTH ROBERT STREET REDEVELOPMENT PROJECT NO. 1,
ESTABLISHING THE TOWN CENTER 1 TIF DISTRICT THEREIN,
AND APPROVING A TAX INCREMENT FINANCING PLAN THEREFOR**

WHEREAS, it has been proposed that the West St. Paul Economic Development Authority (the “EDA”) modify the Redevelopment Plan for its South Robert Street Redevelopment Project No. 1 (the “Project Area”); establish the Town Center 1 TIF District (a redevelopment district), a redevelopment tax increment financing district (the “TIF District”) within the Project Area; adopt the Tax Increment Financing Plan (the “TIF Plan”) therefor; all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), Minnesota Statutes, Sections 469.001 to 469.047 and Sections 469.090 to 469.1081, all inclusive, as amended (collectively, and together with the TIF Act, the “Act”), and all as reflected in that certain document entitled in part “Modification to the Development Program for South Robert Street Redevelopment Project Area and the Tax Increment Financing Plan for Town Center 1 TIF District (a redevelopment district)” dated August 31, 2020 (collectively, the “Plans”), presented for consideration by the City Council (the “Council”) of the City of West St. Paul, Minnesota (the “City”); and

WHEREAS, the Council has investigated the facts relating to the Plans and certain information and material (collectively, the “Materials”) relating to the TIF Plan and to the activities contemplated in the TIF District have heretofore been prepared and submitted to the Council and/or made a part of the City files and proceedings on the TIF Plan. The Materials include (1) the “studies and analyses” on why the TIF District meets the requirements to be a redevelopment tax increment financing district, including a “Report of Inspection Procedures and Results for Determining Qualifications of a Tax Increment Financing District as a Redevelopment District - West Saint Paul Town Center 1 Redevelopment TIF District, West Saint Paul, Minnesota,” dated August 14, 2020, prepared by LHB, Inc., Minneapolis, Minnesota, (2) the tax increment application, project pro forma financial statement, project sources and uses and other information supplied by Roers West St. Paul Apartments Owner LLC, a Delaware limited liability company (the “Developer”), as to the activities contemplated therein, (3) the items listed under the heading “Supporting Documentation” in the TIF Plan, and (4) information constituting or relating to (a) why the assistance satisfies the so-called “but for” test and (b) the bases for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Materials, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein; and

WHEREAS, the City has performed all actions required by law to be performed prior to the adoption and approval of the Plans, including but not limited to notice to the County Commissioner representing the area of the County to be included in the TIF District (the “County”), delivery of the Plans to Dakota County and Independent School District No. 197 (the

“School District”), and the holding of a public hearing by the City thereon on the date hereof following notice thereof published in accordance with state law; and

WHEREAS, the Council has considered the documentation submitted in support of the TIF District and the Plans and has taken into account the information and knowledge gained in hearings upon and during consideration of other matters relating to the proposed development; and

WHEREAS, the TIF District is being established to facilitate a redevelopment project by the Developer consisting of the acquisition of certain property, demolition of existing blighted buildings, and construction of approximately 192 units of market rate housing, approximately 1,700 square feet of retail/restaurant, and dependent upon market demand, up to an additional approximately 10,600 square feet of retail, with underground and surface parking, greenspace and related amenities in the City (the “Development”).

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

Section 1. Findings for the Adoption and Approval of the Plans.

1.01. The Council hereby finds that the boundaries of the Project Area are not being expanded and the Redevelopment Plan is not being modified other than to incorporate the establishment of the TIF District therein and therefore the Council reaffirms the findings and determinations originally made in connection with the establishment of the Project Area and the adoption of the Redevelopment Plan therefor.

1.02. The Council hereby finds that: (a) the land within the Project Area would not be available for redevelopment without the financial aid to be sought under the Plans; (b) the Plans will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project Area by private enterprise; and (c) the Plans conform to the general plan for the development of the City as a whole, and otherwise promote certain public purposes and accomplishes certain objectives as specified in the Plans, including without limitation the development of rental housing. The purposes and development activities set forth in the Redevelopment Plan, as modified, are hereby expanded to include all development and redevelopment activities occurring within the TIF District.

1.03. The Council hereby finds that the TIF District is in the public interest and is a “redevelopment district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10 for the following reasons:

The TIF District is, pursuant to Minnesota Statutes, Section 469.174, Subdivision 10, a “redevelopment district” because it consists of a project or portions of a project within which the following conditions, reasonably distributed throughout the District, exist: (1) parcels consisting of at least 70% of the area of the TIF District are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and (2) more than 50% of the buildings located within the TIF District are deemed “structurally

substandard” (within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10(b) and (c)) to a degree requiring substantial renovation or clearance.

The TIF District consists of 9 parcels with 4 buildings. The parcels consisting of 100% of the area of the TIF District are “occupied” as defined in Minnesota Statutes, Section 469.174, Subd. 10(e), in that at least 15% of the area of each parcel is occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures. In addition, 3 of the 4 buildings in the TIF District are structurally substandard to a degree requiring substantial renovation or clearance, and therefore, more than 50% of the buildings are structurally substandard as defined in the TIF Act. In addition, the costs of bringing the structurally substandard buildings into compliance with building codes applicable to new buildings would exceed 15% of the cost of constructing new structures of the same size and type on the site.

The Materials, including without limitation the supporting facts for these determinations, is on file with the staff of the City. There have been no building permits issued or improvements made to the buildings since the date of the report.

1.04. The Council hereby makes the following additional findings in connection with the TIF District:

(a) The Council further finds that the proposed Development, in the opinion of the Council, would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The specific basis for such finding being:

The Development proposed in the TIF Plan meets the City's objectives for redevelopment. Due to the high cost of acquiring parcels for the Development that are currently occupied by substandard buildings, and the cost of financing the proposed improvements, this project is feasible only through assistance, in part, from tax increment financing. The EDA has marketed the parcels it owns and surrounding parcels for development for over 5 years and no developer has been interested until now. The Developer was asked for and provided a letter and a pro forma as justification that the Developer would not have gone forward without tax increment assistance. Historically, land assemble and construction costs in this area have made redevelopment infeasible without tax increment assistance. The City reasonably determines that no other redevelopment of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

(b) The Council further finds that the TIF Plan conforms to the general plan for the development or redevelopment of the City as a whole. The specific basis for such finding being:

The TIF Plan conforms with the general development plan of the City and will generally complement and serve to implement policies adopted in the City's comprehensive plan. The construction of the housing Development contemplated on the property is in accordance with the existing zoning or approved zoning variances for the property.

(c) The Council further finds that the TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development of the TIF District by private enterprise. The specific basis for such finding being:

The Development proposed to occur within the TIF District will afford maximum opportunity for the development of the applicable parcels consistent with the needs of the City and the removal of blighted buildings will increase the potential for future redevelopment. The Development is primarily rental housing and retail/restaurant space. Through the implementation of the TIF Plan, the Development will result in the availability of safe and decent rental housing within the City, the removal of substandard properties, increased tax based of the State and add high-quality development to the City.

(d) For purposes of compliance with Minnesota Statutes, Section 469.175, Subdivision 3(b)(2), the Council hereby finds that the increased market value of the property to be developed within the TIF District that could reasonably be expected to occur without the use of tax increment financing is approximately \$0 (other than amounts due to inflation), which is less than the market value estimated to result from the proposed Development (approximately \$22,001,300), after subtracting the present value of the projected tax increments for the maximum duration of the TIF District (i.e., approximately \$7,155,198), which is approximately \$14,846,102. In making these findings, the Council has noted that the property has been declining for several years and would likely continue to do so if tax increment financing were not available for redevelopment. Thus, the use of tax increment financing will be a positive net gain to the City, the School District, and the County, and the tax increment assistance does not exceed the benefit which will be derived therefrom.

1.05. The City (i) elects to retain all of the captured tax capacity to finance the costs of the TIF District and the Project Area, (ii) elects to delay the receipt of the first increment until tax payable year 2022, and (iii) pursuant to Section 469.177, Subd. 3 of the TIF Act, elects to calculate fiscal disparities under clause (b) (i.e. inside).

1.06. The provisions of this Section 1 are hereby incorporated by reference into and made a part of the TIF Plan and the findings set forth in Appendix C to the TIF Plan are hereby incorporated by reference into and made a part of this resolution.

1.07. The Council further finds that the Plans are intended and in the judgment of the Council their effect will be to promote the public purposes and accomplish the objectives specified in the TIF Plan for the TIF District and the Redevelopment Plan for the Project Area.

Section 2. Approval and Adoption of the Plans; Policy on Interfund Loans and Advances.

2.01. The TIF District is hereby established and the Plans, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Finance Director. Approval of the Plans does not constitute approval of any project or a development agreement with any developer. The Community & Economic Development Director, or his designee, is hereby directed to request, in writing, the Dakota County Auditor to certify the new TIF District and to file the Plans with the Commissioner of Revenue and the Office of the State Auditor.

2.02. The Council hereby approves a policy on interfund loans or advances (“Loans”) for the TIF District, as follows:

(a) The authorized tax increment eligible costs (including without limitation out-of-pocket administrative expenses in an amount up to \$1,275,078, interest in an amount up to \$5,059,210 and other development costs in an amount up to \$7,691,574) payable from the TIF District, as provided in the TIF Plan as originally adopted or as it may be amended, may need to be financed on a short-term and/or long-term basis via one or more Loans, as may be determined by the City Finance Director from time to time.

(b) The Loans may be advanced if and as needed from available monies in the City’s general fund or other City fund designated by the City Finance Director. Loans may be structured as draw-down or “line of credit” obligations of the lending fund(s).

(c) Neither the maximum principal amount of any one Loan nor the aggregate principal amount of all Loans may exceed \$14,025,862 outstanding at any time.

(d) All Loans shall mature not later than February 1, 2048 or such earlier date as the City Finance Director may specify in writing. All Loans may be pre-paid, in whole or in part, whether from tax increment revenue, tax increment revenue bond proceeds or other eligible sources.

(e) The outstanding and unpaid principal amount of each Loan shall bear interest at the rate prescribed by the statute (Minnesota Statutes, Section 469.178, Subdivision 7), which is the greater of the rates specified under Sections 270C.40 or 549.09 at the time a Loan, or any part of it, is first made, subject to the right of the City Finance Director to specify a lower rate (but not less than the City’s then-current average investment return for similar amount and term).

(f) Such Loans within the above guidelines are pre-approved. The Loans need not take any particular form and may be undocumented, except that the City Finance Director shall specify the principal amount and interest rate and maintain all necessary or applicable data on the Loans.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August 2020.

ATTEST:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Jim Hartshorn, Community/Economic Development Director**
Date: **August 31, 2020**

Dominium Development Project

BACKGROUND INFORMATION:

The following recommendations and attachments regarding the Dominium project will be reviewed on Monday 31.

FISCAL IMPACT:

		Amount
Fund:		N/A
Department:		
Account:		

STAFF RECOMMENDATION:

- Hold a Public Hearing on the modification to the Redevelopment Plan for South Robert Street Redevelopment Project No. 1 and establishing the Kmart TIF District.

ATTACHMENTS:

1. Memos from Ehlers Associates
2. Tax Increment Financing Plan/Agreement

MEMORANDUM

TO: Jim Hartshorn – Community Development Director
 FROM: Stacie Kvilvang & Keith Dahl - Ehlers
 DATE: August 31, 2020
 SUBJECT: Kmart TIF District Establishment

Dominium is proposing to construct a 247-unit affordable senior apartment and a 146-unit, non-age restricted affordable apartment on the following parcels:

Parcel number	Use
42-01700-55-060	Kmart
42-01700-50-012	Signal Hills Bank
42-01700-55-051	Signal Hills Mall

Parcels 42-01700-55-060 and 42-01700-55-051 are currently located in County TIF District #10 Signal Hills and will be decertified from that District prior to certification of the new Kmart District. In addition, the parcels will be replatted in which approximately only 98% of parcel 42-01700-55-060, which currently contains Kmart, will be part of the new district and approximately only 6% of parcel 42-01700-55-051, which contains Signal Hills Shopping Center, will be part of the District.

A housing TIF district has a 26-year term and requires that a minimum of 20% of the units be affordable at 50% of the area median income (AMI) or 40% of the units be affordable at 60% of the AMI. Dominium’s project will be 100% affordable to persons at or below 60% of AMI and therefore meets the requirements for establishment of the TIF district. Development will commence late this fall and the EDA has elected to receive the first TIF in 2023, so the district will terminate in 2048 (26 years).

The TIF budget is a maximum budget for the District and does not correlate to the amount or term of assistance being provided to Dominium which is approved under a separate action by the EDA. The Budget for TIF plan purposes is as follows:

USES	
Land/Building Acquisition	\$ 2,000,000
Site Improvements/Preparation	1,500,000
Affordable Housing	5,248,311
Utilities	750,000
Other Qualifying Improvements	1,750,000
Administrative Costs (up to 10%)	1,868,103
PROJECT COSTS TOTAL	\$ 13,116,414
Interest	7,432,721
PROJECT AND INTEREST COSTS TOTAL	\$ 20,549,135

Dominium will be provided assistance in the form of pay-as-you-go TIF notes over a 16-year term. The EDA will retain 10% of the annual TIF generated (approximately \$50,000) for administrative costs or for affordable housing projects and the remaining 90% will go to Dominion for payment on the TIF notes. When the TIF Notes are paid in year 16, 100% of the TIF generated will be available to the City for use on affordable housing projects (approximately \$500,000/year). A housing project is a rental or owner-occupied housing development intended for occupancy by low and moderate-income families under the following income guidelines:

Rental Housing: 20% of the units occupied by families at 50% of AMI (20/50) or 40% of the units occupied by families at 60% of AMI (40/60).

Owner Occupied: Assistance to homeowners with an income at or below 100% of the median income for a family of two or less or 115% of the median income for a family of three or more.

Examples of potential rental housing projects would include:

1. New affordable rental housing as part of redevelopment (20/50 or 40/60 election)
2. Renovation of an existing rental housing development (20/50 or 40/60 election)
3. Providing subsidy to an existing project that is earmarked for additional affordability (20/50 or 40/60 election)

Examples of potential owner-occupied projects would include:

1. Site acquisition and demolition for infill lots that will be sold for new housing construction
2. Acquisition of foreclosed homes for resale to income qualified buyers
3. Rehabilitation loans for home improvements
4. Second mortgages to qualified home buyers

In addition to approval of the TIF District, the City and EDA are approving an interfund loan for the TIF budget amount. This is an "up to" amount will only be utilized to cover the City/EDA for any expenditures they make for consultants and/or capital expenditures PRIOR to any TIF being available to cover the costs 100%. The interest rate is set at the statutory maximum of 5% (fluctuates annually).

Please contact either of us at 651-697-8500 with any questions.



**MODIFICATION TO THE DEVELOPMENT
PROGRAM**
South Robert Street Redevelopment Project Area

- AND -

TAX INCREMENT FINANCING PLAN
Establishment of the Kmart TIF District
(a housing district)

West St. Paul Economic Development Authority
City of West St. Paul, Dakota County, Minnesota

Public Hearing: August 31, 2020

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Modification to the Development Program for South Robert Street Redevelopment Project Area

Foreword

The following text represents a Modification to the Development Program for South Robert Street Redevelopment Project Area. This modification represents a continuation of the goals and objectives set forth in the Development Program for South Robert Street Redevelopment Project Area. Generally, the substantive changes include the establishment of the Kmart TIF District, a housing TIF district.

For further information, a review of the Development Program for South Robert Street Redevelopment Project Area, is recommended. It is available from the Community Development Director at the City of West St. Paul. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within South Robert Street Redevelopment Project Area.

Tax Increment Financing Plan for the Kmart TIF District

Foreword

The Economic Development Authority of the City of West St. Paul (the "EDA"), the City of West St. Paul (the "City"), staff and consultants have prepared the following information to expedite the Establishment of the Kmart TIF District (the "District"), a housing tax increment financing district, located in South Robert Street Redevelopment Project Area.

Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the EDA and City have certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.090 - 469.1082*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for South Robert Street Redevelopment Project Area.

Statement of Objectives

The District currently consists of three parcels of land and adjacent roads and internal rights-of-way. The District is being created to facilitate the construction of approximately 393 apartments affordable to persons at or below 60% of area median income (AMI) in the City. The EDA intends to enter into an agreement with Dominion and construction is expected to begin in late 2020. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for the South Robert Street Redevelopment Project Area.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of the South Robert Street Redevelopment Project Area and the District.

Development Program Overview

Pursuant to the Development Program and authorizing state statutes, the EDA or City is authorized to undertake the following activities in the District:

1. Property to be Acquired - Selected property located within the District may be acquired by the EDA or City and is further described in this TIF Plan. The City does not intend to exercise the power of eminent domain to acquire property in the District. The Developer currently has an agreement to purchase the property to be included in the District.

2. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the EDA or City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
3. The EDA or City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

Description of Property in the District and Property to be Acquired

The District encompasses a portion of the property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
42-01700-55-060	1201 Robert St S #50	RPS Legacy Desoto LLC
42-01700-50-012	100 SIGNAL HILLS AVE	RPS Legacy Desoto LLC
42-01700-55-051	1201 Robert St S	RPS Legacy Desoto LLC

Note: Parcels 42-01700-55-060 and 42-01700-55-051 are currently located in County TIF District #10 Signal Hills and will be decertified from that District prior to certification of the Kmart District. In addition, the parcels will be replatted in which approximately only 98% of parcel 42-01700-55-060, which currently contains Kmart, will be part of the new district and approximately only 6% of parcel 42-01700-55-051, which contains Signal Hills Shopping Center, will be part of the District.

Please also see the map in Appendix A for further information on the location of the District.

The EDA or City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the EDA or City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The EDA or City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

Classification of the District

The EDA and City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the District, to be established, is a housing district pursuant to *M.S., Section 469.174, Subd. 11 and M.S., Section 469.1761*.

- The District consists of three parcels
- The development will consist of approximately 393 units of multi-family rental housing
- At least 40% of the units will be occupied by person with incomes less than 60% of median income
- No more that 20 percent of the square footage of the building that is receiving assistance from tax increment consists of commercial, retail or other non-residential uses

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the EDA or City (a total of 26 years of tax increment). The EDA or City elects to receive the first tax increment in 2023, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2048, or when the TIF Plan is satisfied. The EDA or City reserves the right to decertify the District prior to the legally required date.

Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2020 for taxes payable 2021.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2021) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the EDA or City.

The original local tax rate for the District will be the local tax rate for taxes payable 2021, assuming the request for certification is made before June 30, 2021. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within South Robert Street Redevelopment Project Area, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The EDA and City request 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2023. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Project estimated Tax Capacity upon completion	898,749	
Original estimated Net Tax Capacity	29,245	
Fiscal Disparities	0	
Estimated Captured Tax Capacity	869,504	
Original Local Tax Rate	121.1950%	Pay 2020
Estimated Annual Tax Increment	\$1,053,796	
Percent Retained by the City	100%	

Note: Tax capacity includes a 3.0% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 25. The tax capacity of the District in year one is estimated to be \$110,531.

Pursuant to *M.S., Section 469.177, Subd. 4*, the EDA shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City is reviewing the area to be included in the District to determine if any building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

Sources of Revenue/Bonds to be Issued

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	\$ 18,681,032
Interest	1,868,103
TOTAL	\$ 20,549,135

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The EDA or City reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the EDA or City to incur debt. The EDA or City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The EDA or City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$13,116,414. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Uses of Funds

Currently under consideration for the District is a proposal to facilitate the construction of approximately 393 apartments affordable to persons at or below 60% of area median income (AMI). The EDA and City have determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described.

The EDA has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	\$ 2,000,000
Site Improvements/Preparation	1,500,000
Affordable Housing	5,248,311
Utilities	750,000
Other Qualifying Improvements	1,750,000
Administrative Costs (up to 10%)	1,868,103
PROJECT COSTS TOTAL	\$ 13,116,414
Interest	7,432,721
PROJECT AND INTEREST COSTS TOTAL	\$ 20,549,135

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to this TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The EDA may expend funds for qualified housing activities outside of the District boundaries.

Fiscal Disparities Election

Pursuant to *M.S., Section 469.177, Subd. 3*, the EDA or City may elect one of two methods to calculate fiscal disparities.

The EDA will choose to calculate fiscal disparities by clause b (inside).

Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the EDA or City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	2019/Pay 2020 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Dakota County	532,219,151	869,504	0.1634%
City of West St. Paul	19,523,994	869,504	4.4535%
ISD 197 (WSP - Mendota Heights-Eagan)	74,618,677	869,504	1.1653%

Impact on Tax Rates				
Entity	Pay 2020 Extension Rate	Percent of Total	CTC	Potential Taxes
Dakota County	24.1330%	19.91%	869,504	\$ 209,837
City of West St. Paul	70.1060%	57.85%	869,504	609,575
ISD 197 (WSP - Mendota Heights-Eagan)	22.1250%	18.26%	869,504	192,378
Other	4.8310%	3.99%	869,504	42,006
	121.1950%	100.00%		\$ 1,053,796

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2020 rate. The total net capacity for the entities listed above are based on Pay 2020 figures. The District will be certified under the Pay 2021 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$18,681,032;

- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction. The existing buildings, which will be eliminated by the new development, have public safety concerns due to being vacant. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development will add traffic in the area and the developer is required to conduct a traffic study and address the issues, if any raised by the study. Any changes required to the existing infrastructure for sanitary sewer, storm sewer and water will be paid for by the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$3,410,354;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$3,719,867;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

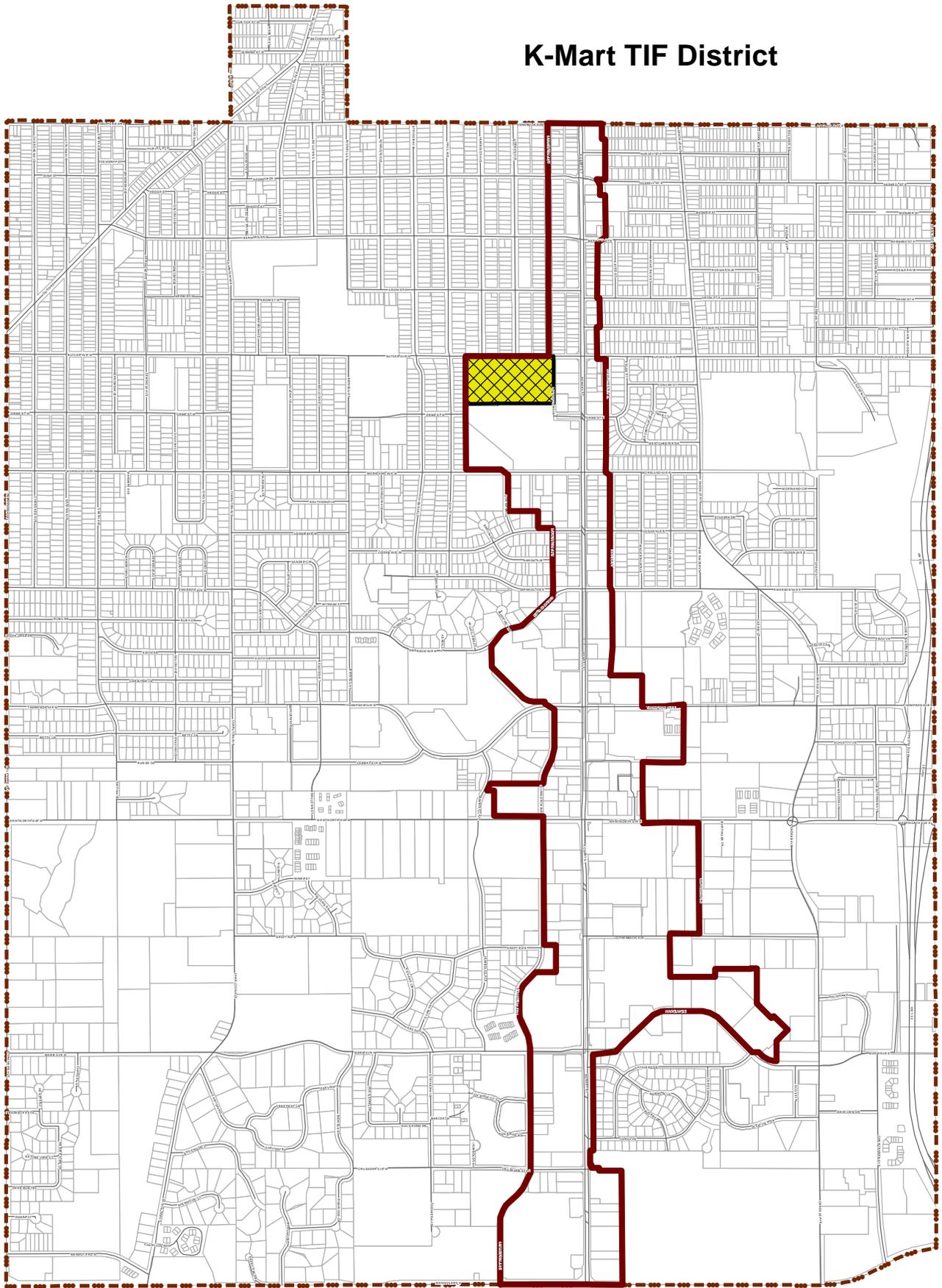
- (i) In making said determination, reliance has been placed upon (1) written representation made by the developer to such effects, (2) review of the developer's proforma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the TIF District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

Administration of the District

Administration of the District will be handled by the Community Development Director.

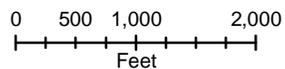
Appendix A: Map of South Robert Street Redevelopment Project Area and the TIF District

K-Mart TIF District



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

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data from various city, county and state offices and other sources. This document should be used for reference only. No representation is made that features presented accurately reflect true location. Neither Dakota County nor any other entity from which data was obtained assumes no liability for any errors or omissions herein. If discrepancies are found, please contact the Dakota County Office of GIS.



Legend

-  South Robert St Redevelopment Project
-  TIF District



Map Dated July 1, 2020

Appendix B: Estimated Cash Flow for the District



Kmart Redevelopment - No Inflation

City of West St. Paul, MN

146-Unit Affordable Family Apartment; and 247-Unit Affordable Senior Apartment

ASSUMPTIONS AND RATES

DistrictType:	Housing
District Name/Number:	
County District #:	
First Year Construction or Inflation on Value	2021
Existing District - Specify No. Years Remaining	
Inflation Rate - Every Year:	3.00%
Interest Rate:	4.00%
Present Value Date:	1-Aug-22
First Period Ending	1-Feb-23
Tax Year District was Certified:	Pay 2021
Cashflow Assumes First Tax Increment For Development:	2023
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2048
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	Inside(B)
Incremental or Total Fiscal Disparities	Incremental
Fiscal Disparities Contribution Ratio	34.1647% Pay 2020
Fiscal Disparities Metro-Wide Tax Rate	142.4540% Pay 2020
Maximum/Frozen Local Tax Rate:	121.195% Pay 2020
Current Local Tax Rate: (Use lesser of Current or Max.)	121.195% Pay 2020
State-wide Tax Rate (Comm./Ind. only used for total taxes)	38.8460% Pay 2020
Market Value Tax Rate (Used for total taxes)	0.15911% Pay 2020

Tax Rates	
Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	
First \$162,000	0.75%
Over \$162,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
1	42-01700-55-060	RPS Legacy Desoto LLC	1201 Robert St S #50	3,040,300	213,600	3,253,900	56%	1,822,184	Pay 2021	C/I Pref.	35,694	Aff. Rental	13,666	1
2	42-01700-50-012	RPS Legacy Desoto LLC	1201 Robert St S #50	3,040,300	213,600	3,253,900	42%	1,366,638	Pay 2021	C/I	27,333	Aff. Rental	10,250	2
3	42-01700-55-051	RPS Legacy Desoto LLC	1201 Robert St S	338,800	70,500	409,300	100%	409,300	Pay 2021	C/I Pref.	7,436	Aff. Rental	3,070	2
				5,019,700	0	5,019,700	6%	301,182	Pay 2021	C/I Pref.	5,274	Aff. Rental	2,259	2
								3,899,304			75,736		29,245	

Note:

1. Base values are for pay 2021 based upon review of County website on 5-8-20.
2. Located in SD # 197 and Lower Mississippi River WS

EHLERS
PUBLIC FINANCE ADVISORS
Kmart Redevelopment - No Inflation

City of West St. Paul, MN
146-Unit Affordable Family Apartment; and 247-Unit Affordable Senior Apartment

PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2021	Percentage Completed 2022	Percentage Completed 2023	Percentage Completed 2024	First Year Full Taxes Payable
1	Family Aff. Apt.	150,000	150,000	146	21,900,000	Aff. Rental	164,250	1,125	25%	100%	100%	100%	2024
2	Senior Aff. Apt.	150,000	150,000	247	37,050,000	Aff. Rental	277,875	1,125	25%	100%	100%	100%	2024
TOTAL					58,950,000		442,125						
Subtotal Residential				393	58,950,000		442,125						
Subtotal Commercial/Ind.				0	0		0						

Note:

1. Market values are based upon estimates.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Family Aff. Apt.	164,250	0	164,250	199,063	0	0	34,845	233,908	1,602.11
Senior Aff. Apt.	277,875	0	277,875	336,771	0	0	58,950	395,721	1,602.11
TOTAL	442,125	0	442,125	535,833	0	0	93,795	629,629	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	629,629
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(93,795)
less Base Value Taxes	(35,443)
Annual Gross TIF	500,390

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	3,899,304
New Market Value - Est.	58,950,000
Difference	55,050,696
Present Value of Tax Increment	10,460,109
Difference	44,590,587
Value likely to occur without Tax Increment is less than:	44,590,587

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for the Kmart TIF District, as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that the Kmart TIF District is a housing district as defined in M.S., Section 469.174, Subd. 11.*

The Kmart TIF District consists of 3 parcels. The development will consist of the construction of approximately 393 apartments affordable to persons at or below 60% of area median income (AMI), all or a portion of which will receive tax increment assistance and will meet income restrictions described in *M.S. 469.1761*. At least 40 percent of the units receiving assistance will have incomes at or below 60 percent of area median income.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is a housing district that meets the City's objectives for development and redevelopment. The Kmart and Signal Hills Bank buildings have been vacant for many years and they have been marketed for development without success. The cost of land acquisition, site and public improvements and utilities makes this housing development infeasible without City assistance. Due to decreased rental income from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the project and makes this housing development feasible only through assistance, in part, from tax increment financing. The developer was asked for and provided a letter and a proforma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: This finding is justified on the grounds that the cost of land acquisition, site and public improvements, utilities and construction of affordable housing add to the total development cost. Historically, these costs as well as reduced rents required for affordable housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for the Kmart TIF District conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan for the Kmart TIF District will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of South Robert Street Redevelopment Project Area by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City.

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

RESOLUTION NO. 20-

**RESOLUTION APPROVING A MODIFICATION TO THE REDEVELOPMENT PLAN
FOR SOUTH ROBERT STREET REDEVELOPMENT PROJECT NO. 1,
ESTABLISHING THE KMART TIF DISTRICT THEREIN,
AND APPROVING A TAX INCREMENT FINANCING PLAN THEREFOR**

WHEREAS, it has been proposed that the West St. Paul Economic Development Authority (the “EDA”) modify the Redevelopment Plan for its South Robert Street Redevelopment Project No. 1 (the “Project Area”); establish the Kmart TIF District, a housing tax increment financing district (the “TIF District”) within the Project Area; adopt the Tax Increment Financing Plan (the “TIF Plan”) therefor; all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), Minnesota Statutes, Sections 469.001 to 469.047 and Sections 469.090 to 469.1081, all inclusive, as amended (collectively, and together with the TIF Act, the “Act”), and all as reflected in that certain document entitled in part “Modification to the Development Program for South Robert Street Redevelopment Project Area and Tax Increment Financing Plan for Kmart TIF district (a housing district)” dated August 31, 2020 (collectively, the “Plans”), presented for consideration by the City Council (the “Council”) of the City of West St. Paul, Minnesota (the “City”); and

WHEREAS, the Council has investigated the facts relating to the Plans and certain information and material (collectively, the “Materials”) relating to the TIF Plan and to the activities contemplated in the TIF District have heretofore been prepared and submitted to the Council and/or made a part of the City files and proceedings on the TIF Plan. The Materials include the tax increment application made and other information supplied by West St. Paul Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the “Workforce Housing Developer”), and West St. Paul Leased Housing Associates II, LLLP, a Minnesota limited liability limited partnership (the “Senior Housing Developer” and, together with the Workforce Housing Developer, the “Developers”) as to the activities contemplated therein, the items listed under the heading “Supporting Documentation” in the TIF Plan, and information constituting or relating to (1) why the assistance satisfies the so-called “but for” test and (2) the bases for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Materials, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein; and

WHEREAS, the City has performed all actions required by law to be performed prior to the adoption and approval of the Plans, including but not limited to notice to the County Commissioner representing the area of the County to be included in the TIF District, delivery of the Plans to Dakota County and Independent School District No. 197, and the holding of a public hearing by the City thereon on the date hereof following notice thereof published in accordance with state law; and

WHEREAS, the Council has considered the documentation submitted in support of the TIF District and the Plans and has taken into account the information and knowledge gained in hearings upon and during consideration of other matters relating to the proposed development; and

WHEREAS, the TIF District is being established to facilitate the construction of (i) an approximately 146-unit affordable multifamily rental housing development, and all related amenities and improvements, to be completed, owned and operated by the Workforce Housing Developer on certain property within the TIF District to be constructed by the Workforce Housing Developer (the “Workforce Housing Development”), and (ii) an approximately 247-unit affordable multifamily senior rental housing development, and all related amenities and improvements, to be completed, owned and operated by the Senior Housing Developer on certain property within the TIF District to be constructed by the Senior Housing Developer (the “Senior Housing Development” and, together with the Workforce Housing Development, the “Developments”).

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

Section 1. Findings for the Adoption and Approval of the Plans.

1.01. The Council hereby finds that the boundaries of the Project Area are not being expanded and the Redevelopment Plan is not being modified other than to incorporate the establishment of the TIF District therein and therefore the Council reaffirms the findings and determinations originally made in connection with the establishment of the Project Area and the adoption of the Redevelopment Plan therefor. The Council hereby finds that: (a) the land within the Project Area would not be available for redevelopment without the financial aid to be sought under the Plans; (b) the Plans will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project Area by private enterprise; and (c) the Plans conform to the general plan for the development of the City as a whole, and otherwise promotes certain public purposes and accomplishes certain objectives as specified in the Plans, including without limitation the development of affordable housing. The purposes and development activities set forth in the Redevelopment Plan, as modified, are hereby expanded by to include all development and redevelopment activities occurring within the TIF District.

1.02. The Council hereby finds that the TIF District is in the public interest and is a “housing district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, because it consists of projects or portions of projects intended for occupancy, in part, by persons or families of low and moderate income as defined in Chapter 462A, Title II of the National Housing Act of 1934; the National Housing Act of 1959; the United States Housing Act of 1937, as amended; Title V of the Housing Act of 1949, as amended; and any other similar present or future federal, state or municipal legislation or the regulations promulgated under any of those acts. No more than 20% of the square footage of buildings that receive assistance from tax increments will consist of commercial, retail or other nonresidential uses.

The Workforce Housing Development to be constructed in the TIF District will consist of approximately 146 units of workforce rental housing. The Workforce Housing Developer has

represented that at least 40% of the workforce rental housing units (i.e., 59 units) will be rented to and occupied by individuals or families whose income is not greater than 60% or less of area median income and that no more than 20% of the square footage of buildings in the Workforce Housing Development that receive assistance from tax increments will consist of commercial, retail or other nonresidential uses.

The Senior Housing Development to be constructed in the TIF District will consist of approximately 247 units of senior rental housing. The Senior Housing Developer has represented that at least 40% of the senior housing units (i.e., 99 units) will be rented to and occupied by individuals or families whose income is not greater than 60% or less of area median income and that no more than 20% of the square footage of buildings Senior Housing Development that receive assistance from tax increments will consist of commercial, retail or other nonresidential uses.

1.03. The Council hereby makes the following additional findings in connection with the TIF District:

(a) The Council further finds that the proposed developments, in the opinion of the Council, would not occur solely through private investment within the reasonably foreseeable future and, therefore, the use of tax increment financing is deemed necessary. The specific basis for such finding being:

The Kmart and Signal Hills Bank buildings in the TIF District have been vacant for many years and they have been marketed for development without success. The cost of land acquisition, site and public improvements and utilities makes Developments infeasible without City assistance. Due to decreased rental income from affordable units, there is insufficient cash flow to provide a sufficient rate of return, pay operating expenses, and service the debt. This leaves a gap in the funding for the Developments and makes the Developments feasible only through assistance, in part, from tax increment financing. The Developers were asked for and provided a letter and a proforma as justification that the Developers would not have gone forward without tax increment assistance. The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the Developments after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: This finding is justified on the grounds that the cost of land acquisition, site and public improvements, utilities and construction of affordable housing add to the total development cost. Historically, these costs as well as reduced rents required for affordable housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated

on this site without substantially similar assistance being provided to the development.

(b) The Council further finds that the TIF Plan conforms to the general plan for the development or redevelopment of the City as a whole. The specific basis for such finding being:

The TIF Plan conforms with the general development plan of the City and will generally complement and serve to implement policies adopted in the City's comprehensive plan. The housing Developments contemplated on the property are in accordance with the existing zoning or approved zoning variances for the property.

(c) The Council further finds that the TIF Plan will afford maximum opportunity consistent with the sound needs of the City as a whole for the development of the TIF District by private enterprise. The specific basis for such finding being:

The Developments to occur within the TIF District are primarily low- and moderate-income senior and workforce housing. The Developments will increase the taxable market valuation of the City, and the number of available low- and moderate-income senior and workforce housing units in the City. Through the implementation of the TIF Plan, the EDA will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City.

1.04. The City elects to retain all of the captured tax capacity to finance the costs of the TIF District and the Project Area and elects to delay the receipt of the first increment until tax payable year 2022.

1.05. The provisions of this Section 1 are hereby incorporated by reference into and made a part of the TIF Plan and the findings set forth in Appendix C to the TIF Plan are hereby incorporated by reference into and made a part of this resolution.

1.06. The Council further finds that the Plans are intended and in the judgment of the Council their effect will be to promote the public purposes and accomplish the objectives specified in the TIF Plan for the TIF District and the Redevelopment Plan for the Project Area.

Section 2. Approval and Adoption of the Plans; Policy on Interfund Loans and Advances.

2.01. The TIF District is hereby established and the Plans, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Finance Director. Approval of the Plans does not constitute approval of any project or a development agreement with any developer. The Community & Economic Development Director,

or his designee, is hereby directed to request, in writing, the Dakota County Auditor to certify the new TIF District and to file the Plans with the Commissioner of Revenue and the Office of the State Auditor.

2.02. The Council hereby approves a policy on interfund loans or advances (“Loans”) for the TIF District, as follows:

(a) The authorized tax increment eligible costs (including without limitation out-of-pocket administrative expenses in an amount up to \$1,868,103, interest in an amount up to \$7,432,721 and other development costs in an amount up to \$11,248,311) payable from the TIF District, as provided in the TIF Plan as originally adopted or as it may be amended, may need to be financed on a short-term and/or long-term basis via one or more Loans, as may be determined by the City Finance Director from time to time.

(b) The Loans may be advanced if and as needed from available monies in the City’s general fund or other City fund designated by the City Finance Director. Loans may be structured as draw-down or “line of credit” obligations of the lending fund(s).

(c) Neither the maximum principal amount of any one Loan nor the aggregate principal amount of all Loans may exceed \$20,549,135 outstanding at any time.

(d) All Loans shall mature not later than February 1, 2048 or such earlier date as the City Finance Director may specify in writing. All Loans may be pre-paid, in whole or in part, whether from tax increment revenue, tax increment revenue bond proceeds or other eligible sources.

(e) The outstanding and unpaid principal amount of each Loan shall bear interest at the rate prescribed by the statute (Minnesota Statutes, Section 469.178, Subdivision 7), which is the greater of the rates specified under Sections 270C.40 or 549.09 at the time a Loan, or any part of it, is first made, subject to the right of the City Finance Director to specify a lower rate (but not less than the City’s then-current average investment return for similar amount and term).

(f) Such Loans within the above guidelines are pre-approved. The Loans need not take any particular form and may be undocumented, except that the City Finance Director shall specify the principal amount and interest rate and maintain all necessary or applicable data on the Loans.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 31st day of August 2020.

ATTEST:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
Through: **Jim Hartshorn, EDA Executive Director**
From: **Melissa Sonnek, City Planner**
Date: **August 31, 2020**

Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Michael Buttgereit

BACKGROUND:

Mr. Buttgereit is requesting the review of a proposed property line adjustment to bring an existing fence onto his property rather than the adjacent property to the north 1010 Dodd Road, which is owned by the West St. Paul Economic Development Authority (EDA). The proposed adjustment is to move the existing property line 10ft north of where it is currently located.

ATTACHMENTS:

Property Survey

Planning Commission Memo



ANALYSIS:

Lot Summary

Gross Acres – 0.14 Acres (6,417 sq. ft.)

Proposed Addition: 1,364 sq. ft. (southern 10ft of 1010 Dodd Rd).

Existing Conditions

As detailed above, the existing lot contains a single family home and a detached garage. The proposed property line adjustment will bring an existing fence and retaining wall legally back to the 1019 Smith Ave. property.

PLANNING COMMISSION:

The Planning Commission met in regular session on August 18th, 2020 to review the plans and held public hearing for the plat. No one from the public came forward or called to speak on the item. The Planning Commission voted 6-0 in favor of continuing the review of the proposal, to allow the EDA to review the case and consider both options:

1. The sale of the property,
2. The creation of an easement/encroachment agreement.

STAFF RECOMMENDATION:

Staff recommends that Council continue the public hearing to the next meeting to allow for additional time for both Staff and the EDA to review the item.

To: **Planning Commission**
From: **Melissa Sonnek, City Planner**
Date: **August 18, 2020**

Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Michael Buttgerreit

REQUEST:

Mr. Buttgerreit is requesting the review of a proposed property line adjustment to bring an existing fence onto his property rather than the adjacent property to the north 1010 Dodd Road, which is owned by the West St. Paul Economic Development Authority (EDA). The proposed adjustment is to move the existing property line 10ft north of where it is currently located.

ATTACHMENTS:

Application/Notice
Engineering Review
Property Survey
Staff Presentation



CURRENT USES AND ZONING:

	Use	Zoning
Subject Property	Residential - Single Family Home	R1A – Single Family
Properties to North	N/A – Vacant Lot	B2 – Neighborhood Business
Properties to East	Commercial – Dodd Way Shopping	B2 – Neighborhood Business
Properties to South	Residential - Single Family Home	R1A – Single Family
Properties to West	Commercial – Office Building	B2 – Neighborhood Business

ANALYSIS:

Lot Summary

Gross Acres – 0.14 Acres (6,417 sq. ft.)

Proposed Addition: 1,364 sq. ft. (southern 10ft of 1010 Dodd Rd).

Existing Conditions

As detailed above, the existing lot contains a single family home and a detached garage. The proposed property line adjustment will bring an existing fence and retaining wall legally back to the 1019 Smith Ave. property.

ENGINEERING REVIEW:

The City Civil Engineer reviewed the plat application and requested the property dedicate 10 foot utility/drainage easements along the eastern property line (Smith Ave.) and 5 foot easements along all other property lines.

STAFF RECOMMENDATION:

Staff recommends the APPROVAL of the PROPERTY LINE ADJUSTMENT between 1019 Smith Avenue and 1010 Dodd Road, subject to the following conditions:

1. Property line adjustment is contingent upon the EDA sale/purchase agreement for the 10ft of property detailed in the survey, and
2. Property owner shall provide drainage and utility easements around the perimeter of the property as noted in the Engineering memo dated August 6, 2020.

Timeline

August 18 – PC Public Hearing

August 31 – CC Public Hearing

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **August 31, 2020**

Hold First Reading of Ordinance Approving Cable Franchise

BACKGROUND INFORMATION:

The City Council is asked to consider adopting the Comcast Cable Television Franchise Ordinance (“Ordinance”) as recommended by the Northern Dakota County Cable Communications Commission (“Commission”) and approving a Summary of the Ordinance for publication in the newspaper of public record, and to consider authorizing the Commission to execute the mutually agreed-upon Side Letter with Comcast.

Reference Materials:

1. Resolution approved by the Commission at its August 5, 2020, meeting;
2. PowerPoint presentation provided by Brian Grogan, the Commission’s outside legal counsel;
3. Recommended Ordinance to be considered by the City;
4. Mutually agreed-upon side letter to be executed by the Commission and Comcast (“Side Letter”);
5. Recommended Summary of Ordinance for Publication in the newspaper of public record;

Background:

The current cable television franchise was adopted in 2000 and initially expired in 2015. In accordance with federal law, the franchise renewal process began in 2012. For a number of reasons including corporate mergers, application for a competing franchise by CenturyLink, and marketplace uncertainty caused by a new FCC Order, the renewal process was delayed several times, and multiple extensions of the current cable television franchise term were granted by the City.

The Commission is a Joint Powers Cooperative comprised of seven (7) Member Cities (Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake and West St. Paul, Minnesota). The Commission is authorized to negotiate, recommend, enforce, and administer the cable television franchise on behalf of the Member Cities, however, each individual Member City adopts a cable television franchise as a City Ordinance according to its own ordinance procedures.

In July of 2020, the Commission and Comcast came to mutual agreement on terms and conditions of a renewal franchise. On August 5, 2020, the Commission passed a resolution recommending adoption of the renewal franchise with strong support of all commissioners in attendance. Comcast is in full support of the recommended ten-year renewal franchise and has agreed to execute the franchise as soon as all seven Member Cities have adopted the Ordinance.

On August 19th, Member Cities Management Staff, IT Staff, and City Attorneys attended a briefing presented by the Commission’s Executive Director, Jodie Miller, the Commission’s outside legal

counsel, Brian Grogan of Moss & Barnett, and LMCIT-assigned litigation attorneys, John Baker and Katherine Swenson of Greene Espel. A summary of the presentation is included in the meeting materials.

The ten-year renewal franchise provides the continuation of the 5% of gross revenues franchise fee, and improves PEG fee funding from the per subscriber, per month flat fee to a PEG fee in the amount of 2.25% of gross revenues. The renewal franchise maintains strong customer service and rights-of-way protections, and enforcement tools including a bond and a letter of credit security fund. Resources for local PEG programming including channels, technical support, and funding for capital purchases are retained, and High Definition (HD) channels are available within 90 days of enactment. Most importantly, the Commission and Comcast found a mutual solution to continuing many of the non-cash requirements in the current franchise. Important technical support items such as transmission of live signals from city halls, connections with other metro area stations to share programming, and cable TV service at city halls and the Commission's office, will continue without the threat of a future deduction from franchise fee payments as allowed by the 2019 FCC "621 Order." The "winding down" of the fiber I-Net that was used by cities, school districts, and other institutional users under the current franchise, is covered within the attached side letter.

Budget Impact:

The Commission will continue to receive the franchise fee and PEG fee revenues from Comcast on behalf of the Member Cities. Under the Joint Powers Agreement, the Commission remits an annual payment of 25% of the franchise fees to each Member City in its proportionate share of the total subscriber base. The Commission and Town Square Television utilize 75% of the franchise fees and the PEG fee revenues to provide PEG programming and franchise administration to the community on behalf of the Member Cities.

Cable television subscribership has gradually declined over the past few years with the changes in the marketplace and video viewing trends. This ten-year renewal franchise will provide some certainty and a stabilization of the PEG fee capital funding as Town Square Television and the Commission work on strategic planning for sustainability, assuming that the traditional cable video market transitions to an all-internet industry.

Recommendation:

The City Council follow the recommendation of the Commission, including the two Commission Representatives, WSP Council Representative John Justen and WSP Citizen Representative Jane Zaspel, by approving the attached Ordinance.

Action Required:

If the City Council concurs, it should by motion, direct the following:

1. Hold first reading of the attached City Ordinance; and
2. Approve the attached Summary of Ordinance for publication in the newspaper of public record after the second reading; and
3. Authorize the Commission to execute the attached Side Letter with Comcast.

STAFF RECOMMENDATION:

Hold first reading of the proposed ordinance.



Moss & Barnett

We Advise.  You Decide.

Comcast Franchise Renewal

Northern Dakota County Cable Communications Commission (NDC4)

August 5, 2020

Brian T. Grogan, Esq.

(612) 877-5340

www.lawmoss.com

What are we here to consider?

- **After more than 5 years of effort we have a draft franchise for consideration!**
- **Joint Powers Agreement**
 - Commission to recommend franchise renewal document to Member Cities
 - Requires affirmative vote of 2/3 of total eligible weighted votes
 - If Commission approves draft franchise
 - Each of the Member Cities will consider franchise at City Council meeting
 - Process may take additional 6 weeks to complete
 - If approved, Comcast executes the 7 franchises



Timeline – how did we get here?

April 2000

- Comcast franchise granted

August 2012

- Comcast requests renewal
- Formal and informal

2013 and 2014

- NDC4 comprehensive needs assessment

Early 2014

- Commission commences informal renewal negotiations

June 2014

- Comcast proposes to transfer franchise

Timeline

February 2015

- CenturyLink applies for competitive franchise

March 2015

- Initial term of Comcast franchise expires
- NDC4 Member Cities grant extension
- First of 6 extensions of franchise term

April 2015

- Comcast terminates transfer request

March 2016

- CenturyLink granted franchises

Informal renewal negotiations with Comcast

Comcast Formal Renewal

February 2018

- The Commission directed staff to begin preparing “formal” renewal documents required under the Cable Act
- Commission prepared a Needs Report which includes:
 - Formal Needs Assessment Report
 - Request for Formal Renewal Proposal
 - Model Cable Television Franchise Ordinance

April 4, 2018 - Full Commission approved the Needs Report

August 15, 2018 - Comcast submitted its Formal Proposal to the Commission in response to the Needs Report

Comcast Formal Renewal

December 12, 2018

- Commission recommended that the Member Cities issue a preliminary assessment that the Comcast Formal Proposal should be denied and the Comcast Franchise should not be renewed

1st Quarter 2019

- The NDC4 Member Cities each voted to preliminarily deny Comcast's Formal Proposal
- LMCIT assigned litigation attorney
- Administrative Law Judge assigned
- Informal settlement meetings continued to run parallel to formal legal milestones

FCC 621 Order

- **Order Adopted** – August 2, 2019
- **Effective Date** - September 26, 2019
- **Reinterprets** - 35 year old Cable Act
- **Appeal of FCC 621 Order**
 - NDC4 and many others are parties to legal challenge
 - Decision on appeal not expected until spring of 2021, or later

FCC 621 Order

- **Nonmonetary franchise obligations – potential offset from FF**
- Valued at “**fair market value**”
 - Includes, but not limited to:
 - Free or discounted service to schools and public buildings
 - “Maintenance and use” for PEG transport
 - Does not include cost of construction
 - Institutional networks
 - Operator allowed to charge FMV
 - Separate network serving cities and schools
- **Excludes customer service and buildout franchise obligations**

FCC 621 Appeal

- **Cities ask “court” to issue Stay – December 4, 2019**
- **At the request of the Cable Industry**
 - FCC issues Order on Reconsideration - February 11, 2020
 - Deletes the language favorable to cities re franchise renegotiations
 - Appears to leave option for unilateral franchise fee deductions
- **6th Circuit denied Stay request – March 19, 2020**
- **Final decision on merits of case unlikely before 2021**

Key Terms of New Franchise

1. **10 year term**
2. **5% Franchise Fee**
 - a) Strong definition of “Gross Revenues”
 - b) Bundled services addressed
 - c) Payments due within 30 days of end of quarter – along with report showing computation
3. **Competitive Equity**
 - a) Protection for Comcast should cable service competitor enter market
4. **City Code incorporated**
 - a) ROW protections
 - b) Definition of “street”
 - c) Minnesota Rules referenced to address utility protections for ROW



Key Terms of New Franchise

5. **Performance Bond - \$100,000**
6. **Letter of Credit - \$25,000**
7. **Streamlined Enforcement Procedure**
8. **Strong Customer Service Standards**
 - a) FCC standards
 - b) Franchise obligations
 - c) Reporting obligations
 - i. Trade secret/confidentiality
 - ii. Subscriber statistics due 6 times per year (currently monthly)
 - iii. Telephone Service Level (TSL) due quarterly (currently monthly)

Key Terms of New Franchise

9. 7 PEG Channels

- a) Channel #s 14, 15, 16, 18, 19, 20 and 21
- b) Within 90 days of effective date
 - i. 5 SD and 2 HD PEG Channels provided
- c) 3rd HD PEG Channel provided January 1, 2022
 - i. Retain 5 SD PEG channels
- d) Upon 5th anniversary
 - i. Comcast can provide 90 days notice
 - i. Commission gives back 1 SD PEG Channel
 - ii. Resulting in 4 SD and 3 HD PEG channels
- e) If Comcast terminates SD channels and services
 - i. Comcast moves to all HD lineup
 - ii. After 90 days written notice to Commission
 - iii. Comcast will provide 4 HD channels

Key Terms of New Franchise

10. PEG Fee

- a) 2.25% of gross revenues
 - i. Existing PEG fee started at \$.83 – currently \$1.99
- b) Payment due quarterly to the Commission
 - i. PEG Fee is over and above 5% franchise fee
- c) PEG Fee to be used for PEG capital purposes
- d) Comcast can recoup additional PEG capital separate from PEG fee line item
 - i. Consistent with federal Cable Act and FCC regulations

Key Terms of New Franchise

11. PEG issues

- a) Transport and Interconnection
 - i. Other Twin Cities PEG stations by Prisma and C-RAN
 - ii. Satellite feeds
 - iii. Fiber backhaul for city halls
 - iv. Cable modem for truck
- b) Technical quality
- c) PEG monitoring – Commission office and 4 City Halls

Side Letter Agreement

Service to public buildings

- a) Impact by FCC 621 order
- b) Comcast has option to charge schools and public buildings for cable service
- c) If FCC order is overturned by Court - then complimentary service is restored.

Institutional Network

- a) Comcast will wind down I-Net
- b) Dark fiber through end of 2020
 - 4 Inver Grove Heights sites; and
 - 2 West St. Paul sites.
- c) Possible extension to 10/31/21
- d) \$330 per location for each additional month beyond the end of calendar year 2020.

Commission Consideration - Weighted Vote

Action on Recommended New Cable Franchise

- Requires “weighted vote”
- Approval by 2/3 of all eligible weighted votes – 30 votes

<u>Member City</u>	<u>Votes Per City</u>
Inver Grove Heights	12
Lilydale	2
Mendota Heights	6
Mendota	2
Sunfish Lake	2
South St. Paul	10
West St. Paul	<u>10</u>
TOTAL VOTES	<u>44</u>

Commission Staff and Outside Legal Counsel

Commission staff recommends adoption of resolution and approval to execute side letter with Comcast.



Questions?

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CITY OF WEST ST. PAUL, MINNESOTA
ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE
TO
COMCAST OF ST. PAUL, INC.

JULY 30, 2020

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

ORDINANCE NO. 20-

**AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ST. PAUL, INC. TO OPERATE AND MAINTAIN
A CABLE SYSTEM IN THE CITY OF WEST ST. PAUL, MINNESOTA;
SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF A
FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF
THE CABLE SYSTEM;
TERMINATING THE PRIOR FRANCHISE**

FINDINGS

1. The City of West St. Paul, Minnesota (“City”), pursuant to applicable federal and state law, is authorized to grant one (1) or more nonexclusive cable television franchises to construct, operate, maintain and reconstruct cable television systems within the City limits.
2. Comcast of St. Paul, Inc., a Delaware corporation (“Grantee”) has operated a Cable System in the City, under a cable television franchise granted pursuant to a Cable Television Franchise Ordinance approved on or about April 1, 2000.
3. Negotiations between Grantee and the City have been completed and the franchise renewal process followed in accordance with Minnesota Statutes Chapter 238 and the Cable Act (47 U.S.C. §546).
4. The City has determined that it is in the best interest of the City and its residents to renew the cable television franchise with Grantee.
5. The Franchise granted to Grantee by the City is nonexclusive and complies with existing applicable Minnesota Statutes, federal laws and regulations.
6. The City has exercised its authority under Minnesota law to enter into a Joint and Cooperative Agreement, and an Amended Joint and Cooperative Agreement, with other cities authorized to grant cable communications franchises, and has delegated authority to the Northern Dakota County Cable Communications Commission to make recommendations to the City regarding this Franchise and to be responsible for the ongoing administration and enforcement of this Franchise as herein provided.

NOW, THEREFORE, THE CITY OF WEST ST. PAUL DOES ORDAIN that a franchise is hereby granted to Comcast of St. Paul, Inc., to operate and maintain a Cable System in the City upon the following terms and conditions:

SECTION 1 DEFINITIONS

For the purpose of this Franchise, the following, terms, phrases, words, derivations and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.

1.1 “Affiliate” means any Person controlling, controlled by or under common control of Grantee.

1.2 “Applicable Law(s)” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable by any governmental authority of competent jurisdiction.

1.3 “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast, as set forth in Applicable Law, currently 47 U.S.C. § 522(3).

1.4 “Cable Act” means the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.

1.5 “Cable Service” means (a) the one-way transmission to Subscribers of (i) Video Programming or (ii) other programming service, and b) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service, as set forth in Applicable Law, currently 47 U.S.C. § 522(6). For the purposes of this definition, “other programming service” means information that a cable operator makes available to all Subscribers generally.

1.6 “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include:

- (a) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
- (b) a facility that serves Subscribers without using any Streets;
- (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. § 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (d) an open video system that complies with section 47 U.S.C. § 573; or

- (e) any facilities of any electric utility used solely for operating its electric utility system.

Unless otherwise specified, it shall in this document refer to the Cable System constructed and operated in the City under this Franchise.

“Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation, as set forth in Applicable Law, currently 47 U.S.C. § 522(4).

1.7 “City” means the City of West St. Paul, a municipal corporation in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

1.8 “City Code” means the Municipal Code of the City of West St. Paul, Minnesota, as may be amended from time to time.

1.9 “Commission” means the Northern Dakota County Cable Communications Commission or its successors or delegations, including representatives of the Member Cities as may exist pursuant to a then valid and existing Joint and Cooperative Agreement and Amended Joint and Cooperative Agreement between Member Cities.

1.10 “Converter” means an electronic device, including Digital Transport Adapters, which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all Cable Service signals.

1.11 “City Council” means the governing body of the City of West St. Paul, Minnesota.

1.12 “Day” means a calendar day, unless otherwise specified.

1.13 “Drop” means the cable that connects the Subscriber terminal to the nearest feeder cable of the cable.

1.14 “Effective Date” means the date adopted by the last Member City Council, or the date executed by both parties in accordance with Section 17.6 herein, whichever is later.

1.15 “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

1.16 “Franchise” means the right granted by this Franchise Ordinance and the regulatory and contractual relationship established hereby.

1.17 “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

1.18 “Franchise Fee” means the fee assessed by the City to Grantee, in consideration of Grantee’s right to operate the Cable System within the City’s Streets, determined in amount as a percentage of Grantee’s Gross Revenues and limited to the maximum percentage allowed for such assessment by federal law. The term Franchise Fee does not include the exceptions noted in 47 U.S.C. §542(g)(2)(A-E).

1.19 “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).

1.20 “Gross Revenues” means, and shall be construed broadly to include all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross Revenues include, by way of illustration and not limitation:

- (a) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);
- (b) fees paid to Grantee for Channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service Subscribers within the City;
- (c) Converter, digital video recorder, remote control, and other Cable Service equipment rentals, leases, or sales;
- (d) installation, disconnection, reconnection, change-in service, “snow-bird” fees;
- (e) Advertising Revenues as defined herein;
- (f) late fees, convenience fees, and administrative fees;
- (g) other service fees such as HD fees, convenience fees, broadcast fees, regional sports fees, home tech support fees, bill payment fees for in-person or phone payments, additional outlet fees, and related charges relating to the provisions of Cable Service;
- (h) revenues from program guides and electronic guides;
- (i) Franchise Fees;
- (j) FCC regulatory fees;
- (k) except as provided in subsection (ii) below, any fee, tax or other charge assessed against Grantee by municipality, which Grantee chooses to pass through and collect from its Subscribers; and
- (l) commissions from home shopping channels and other Cable Service revenue sharing arrangements, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the City.
 - (i) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System Subscribers within the City and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees

that Gross Revenues subject to Franchise Fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service Subscribers reached by the advertising.

(ii) “Gross Revenues” shall not include:

1. actual bad debt write-offs, except any portion which is subsequently collected, which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Subscriber revenues within the City;
2. Public, Education and Government (PEG) Fees; and
3. unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

Grantee shall allocate fees and revenues generated from bundled packages and services to cable revenues pro rata based on current published rate card for the packaged services delivered on a stand-alone basis as follows:

(i) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue, on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific federal, state or local law (for example, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value). The City reserves its right to review and to challenge Grantee’s calculations.

(ii) Grantee reserves the right to change the allocation methodologies set forth in this section in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Grantee will explain and document the required changes to the City upon request or as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to the next subsection below.

(iii) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to GAAP as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”). Notwithstanding the foregoing, the City reserves its right to challenge Grantee’s calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

1.21 “Member Cities” means those cities that are parties to a then valid and existing joint powers agreement which, at the time of granting this Franchise, include Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul.

1.22 “Normal Business Hours” means those hours during which most similar businesses in the City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

1.23 “Normal Operating Conditions” means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

1.24 “PEG” means public, education and government.

1.25 “Person” means any natural person and all domestic and foreign corporations, closely-held corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, businesses, common law trusts, societies and/or any other legal entity.

1.26 “Street” means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easements. A Street does not include the airwaves above a public right-of-way with regard to cellular or other nonwire telecommunications or broadcast service.

1.27 “Subscriber” means a Person who lawfully receives Cable Service.

1.28 “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.29 “Wireline MVPD” means any entity, including the City, that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of Video Programming in the City, which could also include the City. For purposes of this Franchise, the term “Wireline MVPD” shall not be limited to entities defined by the FCC as “multichannel video programming distributors” and shall include entities that provide multiple Channels of Video Programming via open video systems, as defined by the FCC, but it is the intent of the Grantee and the City that the term Wireline MVPD shall not include small cell providers, unless the City has the legal authority under Applicable Law to regulate or to impose cable franchise obligations upon such small cell providers.

SECTION 2 FRANCHISE

2.1 **Grant of Franchise.** The City hereby authorizes Grantee to occupy or use the City’s Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Unless this Franchise has expired pursuant to Section 2.8 herein or this Franchise is otherwise terminated pursuant to Section 11.2

herein, this Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

2.2 Reservation of Authority. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

2.3 Franchise Term. The term of this Franchise shall be ten (10) years from the Effective Date, unless renewed, amended or extended by mutual written consent in accordance with Section 17.7 or terminated sooner in accordance with this Franchise.

2.4 Franchise Area. This Franchise is granted for the Franchise Area defined herein. Grantee shall extend its Cable System to provide Service to any residential unit in the City in accordance with Section 6.7 herein.

2.5 Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described in Section 17.18. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

2.6 Periodic Public Review of Franchise. The City may conduct a public review of the Franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in accordance with Applicable Law, and considering any new cable technology, Grantee's performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and

other such factors. So long as Grantee receives reasonable notice, Grantee shall cooperate in good faith. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 17.7 of this Franchise. The City and Grantee shall each be responsible for their own costs regarding the conduct of, or cooperation with, any such periodic review.

2.7 Transfer of Ownership.

(a) A sale or transfer of this Franchise, including a sale or transfer by means of a “fundamental corporate change,” as defined in Minn. Stat. § 238.083 subd. 1, or the sale or transfer of stock in Grantee so as to create a new “controlling interest,” as defined in Minn. Stat. § 238.083 subd. 6, in the Cable System, shall require the written approval of the City. Grantee shall submit a written request to the City for the City’s approval, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness. The written approval of the City shall not be required under this section for internal corporate reorganizations involving Affiliates or pledges of the Franchise as collateral or security for any loan or other debt instrument.

(b) City shall approve or deny in writing the sale or transfer request. City shall set forth in writing with particularity its reason(s) for denying approval. City shall not unreasonably withhold its approval.

(c) Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 2.7. The term “controlling interest” as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(d) In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

(e) In accordance with Minn. Stat. § 238.084, Subd. 1(y), the City shall have the right to purchase the System in the event the Franchise or System is proposed to be transferred or sold on the same terms and conditions as the offer pursuant to which transfer notice was provided pursuant to this section. The City shall have thirty (30) days from receipt of an application for consent under this Section 2.7 in which to give notice of its intention to consider exercising such right.

(f) If the City has issued a written notice of franchise violation in accordance with the terms of this Franchise, the transfer may be conditioned upon the transferee agreeing to a mutually acceptable remediation plan. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of the City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to the City.

2.8 **Expiration.** Upon expiration of the Franchise, the City shall have the right at its own election and subject to Grantee's rights under Section 626 of the Cable Act to:

- (a) extend the Franchise, though nothing in this provision shall be construed to require such extension;
- (b) renew the Franchise, in accordance with Applicable Laws;
- (c) invite additional franchise applications or proposals;
- (d) terminate the Franchise subject to any rights Grantee has under Section 626 of the Cable Act; or
- (e) take such other action as the City deems appropriate.

2.9 **Right to Require Removal of Property.** At the expiration of the term for which this Franchise is granted, provided no renewal is granted, or upon its forfeiture or revocation as provided for herein, the City shall have the right to require Grantee to remove at Grantee's own expense all or any part of the Cable System from all Streets and public ways within the Franchise Area within a reasonable time. If Grantee fails to do so, the City may perform the work and collect the cost thereof from Grantee. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

2.10 **Continuity of Service Mandatory.** It shall be the right of all Subscribers to receive Cable Service in accordance with the terms of this Franchise and Applicable Law. In the event that Grantee elects to overbuild, rebuild, modify, or transfer the system in accordance with Section 2.7, or the City revokes or fails to renew the Franchise, Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted service, regardless of the circumstances, while the Franchise remains effective. In the event of expiration, revocation/termination, purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment, sale, lease, or other transfer to any other Person, including any other grantee of a cable communications franchise, the current Grantee shall cooperate fully to operate the system in accordance with the terms and conditions of this Franchise for a temporary period sufficient in length to maintain continuity of service to all Subscribers.

SECTION 3 OPERATION IN STREETS AND RIGHTS-OF-WAY

3.1 Use of Streets.

- (a) Grantee may, subject to the terms of this Franchise and the City Code, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Streets within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate and maintain its Cable System in compliance with, and subject to, the requirements of the City Code,

including by way of example and not limitation, those requirements governing the placement of Grantee's Cable System; and with other applicable City Codes, and will obtain, pay for and maintain all permits and bonds required by the City Code in addition to those required in this Franchise.

(b) All wires, conduits, cable and other property and facilities of Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon, or other use of the Streets of City. Grantee shall keep and maintain all of its property in good condition, order and repair so that the same shall not menace or endanger the life or property of any Person. Grantee shall keep accurate maps and records of all of its wires, conduits, cables and other property and facilities located, constructed and maintained in the City.

(c) All wires, conduits, cables and other property and facilities of Grantee, shall be constructed and installed in an orderly and professional manner in accordance with all applicable requirements of the City Code and Applicable Law. All wires, conduits and cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

(d) Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

3.2 **Construction or Alteration.** Grantee shall in all cases comply with applicable sections of the City Code, City resolutions and City regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter or maintain the Cable System. Grantee shall, upon request, provide information to the City regarding its progress in completing or altering the Cable System.

3.3 **Non-Interference.** Grantee shall exert its best efforts to construct and maintain a Cable System so as not to interfere with other use of Streets. Grantee shall, where possible in the case of above ground lines, make use of existing poles and other facilities available to Grantee. When residents receiving underground service or who will be receiving underground service will be affected by proposed construction or alteration, Grantee shall provide such notice as set forth in the permit or in City Code of the same to such affected residents.

3.4 **Consistency with Designated Use.** Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such Street was created or dedicated, or presently used under Applicable Laws.

3.5 **Undergrounding.**

(a) Grantee shall place underground all of its transmission lines which are located or are to be located above or within the Streets of the City in the following cases:

- (i) all other existing utilities are required to be placed underground by statute, resolution, policy or other Applicable Law;
- (ii) Grantee is unable to get pole clearance;
- (iii) underground easements are obtained from developers of new residential areas; or
- (iv) utilities are overhead but residents prefer underground (undergrounding provided at cost paid by benefitted residents).

(b) If an ordinance is passed which involves placing underground certain utilities including Grantee's cable plant which is then located overhead, Grantee shall participate in such underground project and shall remove poles, cables and overhead wires if requested to do so and place facilities underground. The City and Grantee shall comply with the provisions of Minn. Rules, Chapter 7819.3100 governing the relocation of existing facilities. Nothing in this Franchise shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal, and the Grantee shall not seek damages or other compensation from the City for such compliance, unless reimbursement is mandatory under Minn. Rules, Chapter 7819.3100. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws. If non-City funds, such as funds from residents or state or federal grant funding, are made available to place electric or telephone lines underground, nothing herein shall prohibit Grantee from participating in such funding.

(c) Grantee shall use conduit or its functional equivalent to the greatest extent possible for undergrounding, except for Drops from pedestals to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

3.6 **Maintenance and Restoration.**

(a) Restoration. In case of disturbance of any Street, public way, paved area or public improvement, Grantee shall, at its own cost and expense and in accordance with the requirements of the City Code restore such Street, public way, paved area or public improvement to substantially the same condition as existed before the work involving such disturbance took place. All requirements of this section pertaining to public property shall also apply to the restoration of private easements and other private property. Grantee shall perform all restoration work within a reasonable time and with due regard to seasonal working conditions. If Grantee fails, neglects or refuses to make restorations as required under this section and any applicable City Code provision, then the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee

causes any damage to private property in the process of restoring facilities, Grantee shall repair such damage.

(b) **Maintenance.** Grantee shall maintain all above ground improvements that it places on City Streets pursuant to the City Code and any permit issued by the City. In order to avoid interference with the City's ability to maintain the Streets, Grantee shall provide such clearance as is required by the City Code and any permit issued by the City. If Grantee fails to comply with this provision, and by its failure, property is damaged, Grantee shall be responsible for all damages caused thereby.

(c) **Disputes.** In any dispute over the adequacy of restoration or maintenance relative to this section, final determination shall be the prerogative of the City, Department of Public Works and consistent with the City Code and any permit issued by the City.

3.7 Work on Private Property. Grantee, with the consent of property owners, shall have the authority, pursuant to the City Code, to trim trees upon and overhanging Streets, alleys, sidewalks, and public ways so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the reasonable expense of Grantee.

3.8 Relocation.

(a) **Public Property.** Grantee shall relocate its System and facilities in accordance with the City Code. In addition, if, during the term of the Franchise, the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any Street or other public property; or to construct, maintain or repair any public improvement; or to replace, repair install, maintain, or otherwise alter any cable, wire conduit, pipe, line, pole, wire-holding structure, structure, or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, for any public purpose, Grantee shall, upon request, except as otherwise hereinafter provided, at its sole expense remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, manholes and any other facilities which it has installed. The City and Grantee shall comply with the provisions of Minn. Rules, Chapter 7819.3100 governing the relocation of existing facilities. Nothing in this Franchise shall mandate that the City provide reimbursement to Grantee for the costs of such relocation and removal, and the Grantee shall not seek damages or other compensation from the City for such compliance, unless reimbursement is mandatory under Minn. Rules, Chapter 7819.3100. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws. If non-City funds, such as funds from residents or state or federal grant funding, are made available to place electric or telephone lines underground, nothing herein shall prohibit Grantee from participating in such funding.

(b) **Utilities and Other Franchisees.** If, during the term of the Franchise, another entity which holds a franchise or any utility requests Grantee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities,

or their more efficient use, or to “make ready” the requesting party’s facilities for use by others, or because Grantee is using a facility which the requesting party has a right or duty to remove, Grantee shall do so. The companies involved may decide among themselves who is to bear the cost of removal or relocation, pursuant to City Code, and provided that the City shall not be liable for such costs.

(c) Notice to Remove or Relocate. Any Person requesting Grantee to remove or relocate its facilities shall give Grantee no less than forty-five (45) Days’ advance written notice advising Grantee of the date or dates removal or relocation is to be undertaken, provided that no advance written notice shall be required in emergencies or in cases where public health and safety or property is endangered.

(d) Failure by Grantee to Remove or Relocate. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by the City; or in emergencies or where public health and safety or property is endangered, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by another franchisee or utility, that franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Grantee.

(e) Procedure for Removal of Cable. Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the Streets along the extension of cable to be removed, except as hereinafter provided. Grantee may remove any underground cable from the Streets which has been installed in such a manner that it can be removed without trenching or other opening of the Streets along the extension of cable to be removed. Subject to Applicable Law, Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the Streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition. Underground cable and conduit in the Streets which is not removed shall be deemed abandoned and title thereto shall be vested in the City.

(f) Movement of Buildings. Grantee shall, upon request by any Person holding a building moving permit, franchise or other approval issued by the City, temporarily remove, raise or lower its wire to permit the movement of buildings. The expense of such removal, raising or lowering shall be paid by the Person requesting same, and Grantee shall be authorized to require such payment in advance. The City shall require all building movers to provide not less than fifteen (15) Days’ notice to the Grantee to arrange for such temporary wire changes.

SECTION 4 REMOVAL OR ABANDONMENT OF SYSTEM

4.1 **Removal of Cable System.** In the event that: (1) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise or the City

Code, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the Cable System other than any which the City may permit to be abandoned in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition or other public places in the City from which the System has been removed. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-Cable Services and has any other authority under Applicable Law to maintain facilities in the Street, or where Grantee is able to find a purchaser of the Cable System who holds such authorization.

4.2 Abandonment of Cable System. In the event of Grantee's abandonment of the Cable System, City shall have the right to require Grantee to comply with the state right-of-way rules, Minn. Rules, Chapter 7819. The Cable System to be abandoned in place shall be abandoned in the manner prescribed by the City. Grantee may not abandon any portion of the System without having first given three (3) months written notice to the City. Grantee may not abandon any portion of the System without compensating the City for damages resulting from the abandonment.

4.3 Removal after Abandonment or Termination. If Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within thirty (30) Days after written notice of the City's demand for removal consistent with Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City's demand for removal is given, the City shall have the right to apply funds secured by the Bond toward removal and/or declare all right, title, and interest to the Cable System for the City with all rights of ownership including, but not limited to, the right to operate the Cable System or transfer the Cable System to another for operation by it.

4.4 City Options for Failure to Remove Cable System. If Grantee has failed to complete such removal within the time given after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

(a) Declare all right, title and interest to the System for the City or its designee with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or

(b) Declare the System abandoned and cause the System, or such part thereof as the City shall designate, to be removed at no cost to the City. The cost of said removal shall be recoverable from the security fund, indemnity and penalty section provided for in this Franchise or from Grantee directly.

(c) Upon termination of service to any Subscriber, Grantee shall promptly remove all facilities and equipment from within the dwelling of a Subscriber who owns such dwelling upon his or her written request, except as provided by Applicable Law. Such Subscribers shall be responsible for any costs incurred by Grantee in removing the facilities and equipment.

4.5 System Construction and Equipment Standards. The Cable System shall be installed and maintained in accordance with standard engineering practices and shall conform, when

applicable, with the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations.

4.6 **System Maps and Layout.** In addition to any generally applicable mapping requirements included in the City Code and required of other utilities, Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Streets. Grantee shall make all maps available for review by the appropriate City personnel.

SECTION 5 SYSTEM DESIGN AND CAPACITY

5.1 Availability of Signals and Equipment.

(a) The Cable System utilizes a fiber to the fiber node architecture, with fiber optic cable deployed from Grantee's headend to Grantee's fiber nodes, tying into Grantee's coaxial Cable System serving Subscribers. The System shall pass a minimum of 750 MHz (with a minimum passband of between 50 and 750 MHz) and shall be maintained to provide to Subscribers a minimum of at least two hundred (200) or more activated downstream video Channels, or such comparable video viewing capability as is provided in light of developing technologies and video distribution practices in the future.

(b) The entire System shall be technically capable of transmitting industry-standard digital television signals in a manner and quality consistent with applicable FCC regulations.

(c) Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications in Section 5.1 (a) and (b) throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all requirements of this Franchise, including the exhibits hereto, and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.

5.2 **Equal and Uniform Service.** Grantee shall provide access to equal and uniform Cable Service throughout the City consistent with Applicable Law.

5.3 System Specifications.

(a) **System Maintenance.** In all construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension and service requirements set forth in this Franchise.

(b) **Emergency Alert Capability.** At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with Applicable law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS insofar as the City's process is consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan

containing methods of EAS message distribution, insofar as the local plan is consistent with Applicable Laws and the EAS Plan.

(c) **Standby Power.** Grantee shall provide standby power generating capacity at the Cable System control center and at all hubs. Grantee shall maintain standby power system supplies, rated for at least two (2) hours' duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.

(d) **Technical Standards.** The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained in accordance with standard engineering practices and shall conform with the National Electrical Safety Code and all other Applicable Laws governing the construction of the Cable System.

5.4 Performance Testing. Grantee shall perform all system tests at the intervals required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this Franchise. These tests may include, at a minimum:

- (a) Initial proof of performance for any construction;
- (b) Tests in response to Subscriber complaints; and
- (c) Tests reasonably requested by the City to demonstrate Franchise compliance.
- (d) Written records of all system test results performed by or for Grantee shall be maintained, and shall be available for City inspection upon request.

5.5 Special Testing.

(a) Throughout the term of this Franchise, City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers impacted by such testing.

(b) Before ordering such tests, Grantee shall be afforded thirty (30) Days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests

to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by Grantee's qualified engineer. The City shall have a right to participate in such testing by having an engineer of City's choosing, and at City's expense, observe and monitor said testing.

SECTION 6 PROGRAMMING AND SERVICES

6.1 Categories of Programming Service. Grantee shall provide video programming services in at least the following broad categories subject to Applicable Law:

- Local Broadcast (subject to federal carriage requirements)
- Public Broadcast
- News and Information
- Sports
- General Entertainment
- Arts/Performance/Humanities
- Science/Technology
- Children/Family/Seniors
- Foreign Language/Ethnic Programming
- PEG Programming (to the extent required by the Franchise)
- Movies
- Leased Access

6.2 Changes in Programming Services. Grantee shall provide at least thirty (30) Days' prior written notice to Subscribers and to the City of Grantee's request to effectively delete any broad category of programming or any Channel within its control, including all proposed changes in bandwidth or Channel allocation and any assignments including any new equipment requirements that may occur as a result of these changes.

6.3 Parental Control Device or Capability. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device or functionality that will enable the Subscriber to block all access to any and all Channels without affecting those not blocked. Grantee shall inform Subscribers of the availability of the lockout device or functionality at the time of original subscription and annually thereafter.

6.4 FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall also be copied to City within ten (10) Days of the conduct of the date of the tests.

6.5 Annexation. Unless otherwise provided by Applicable Law, including the City Code, upon the annexation of any additional land area by City, the annexed area shall thereafter be subject to all the terms of this Franchise upon sixty (60) Days written notification to Grantee of the annexation by City. Unless otherwise required by Applicable Laws, nothing herein shall require the Grantee to expand its Cable System to serve, or to offer Cable Service to any area annexed by the City if such area is then served by another Wireline MVPD franchise to provide multichannel video programming.

6.6 Line Extension.

(a) Grantee shall construct and operate its Cable System so as to provide Cable Service within the Franchise Area where there exists a density equivalent of seven (7) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant of the Cable System if the extension is to be constructed using aerial plant, and nine (9) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant if the extension is to be constructed using underground plant. The City, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Grantee with at least fifteen (15) Days advance notice of an available open trench for the placement of necessary cable.

(b) Any residential unit located within one hundred twenty-five (125) feet from the nearest point of access on the Street from which the Cable System is designed to serve the site shall be connected to the Cable System at no charge other than the standard installation charge. Grantee shall, within fifteen (15) Days request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, provide a quote identifying the costs and construction schedule associated with extending service to such Subscriber. Grantee shall perform the extension of service as soon as reasonably possible and in no event later than the date committed in the quote, excluding events covered by Section 17.9 herein. The Subscriber shall pay the net additional Drop costs, unless the Grantee agrees to waive said costs. To the extent consistent with Applicable Laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

6.7 Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

SECTION 7 LOCAL PEG PROGRAMMING

7.1 Number of PEG Channels.

(a) Upon the Effective Date of this Franchise, Grantee will continue to make available a minimum of seven (7) PEG Channels in Standard Definition (“SD”). Throughout the term of this Franchise Grantee shall provide the PEG Channels on the Basic Cable Service tier or such other most subscribed tier of Cable Service (within the Franchise Area) as may be offered by Grantee in accordance with Applicable Law.

(b) For purposes of this Franchise, a high definition (“HD”) signal refers to a television signal delivering picture resolution of either 720p or greater, or such other resolution in the same range that Grantee commonly utilizes for other similar programming Channels.

7.2 HD PEG Channels.

(a) Within ninety (90) Days of the Effective Date of this Franchise, Grantee shall provide five (5) SD PEG Channels and two (2) HD PEG Channels to be shared by the Commission’s seven (7) Member Cities.

(b) By January 1, 2022, and after ninety (90) Days written notice to the Grantee, which notice Commission may send on or before October 1, 2021, Grantee shall provide five (5) SD PEG Channels and three (3) HD PEG Channels to be shared by the Commission's seven (7) Member Cities. Following implementation of this Section 7.2(b), the Grantee shall provide a total of eight (8) PEG Channels ((5) SD / (3) HD).

(c) The HD PEG Channels may duplicate the SD PEG Channels or may be programmed with different "best of" content, based on Commission's sole discretion.

(d) On or after the fifth (5th) anniversary of the Effective Date of this Franchise and after ninety (90) Days written notice to the Commission, Grantee may require that the Commission give back one (1) SD PEG Channel. Following implementation of this Section 7.2(d), the Commission will have four (4) SD PEG Channels and three (3) HD PEG Channels to be shared by the Commission's seven (7) Member Cities.

(e) If Grantee terminates all SD Channels and SD Cable Services and provides all Cable Services to all Subscribers in HD only, and after ninety (90) Days written notice to the Commission, Grantee shall provide four (4) HD PEG Channels to be shared by the Commission's seven (7) Member Cities.

(f) The City acknowledges that receipt of an HD format PEG Channel may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to all HD services.

(g) The Commission shall pay for and be responsible for all HD playback servers to be located at 5845 Blaine Avenue, Inver Grove Heights, MN ("Playback Facility"). Grantee agrees that it shall be responsible for costs associated with the provision of encoders or other equipment necessary to receive HD/SD signals at the headend, and to convert PEG HD signals to SD consistent with the historic practice between the parties.

7.3 Control of PEG Channels. The control and administration of the PEG Channels shall rest with the City. The City may delegate, from time to time over the term of this Franchise, such control and administration to various entities as determined in City's sole discretion. As of the Effective Date of this Franchise the City has delegated control of the PEG Channels to the Commission.

7.4 Transmission of PEG Channels. PEG Channels may be used for transmission of non-video signals in compliance with Applicable Laws. This may include downstream transmission of data using a protocol such as TCP/IP or current industry standards. Should Grantee develop the capability to provide bi-directional data transmission, spectrum capacity shall be sufficient to allow Subscribers to transmit data to PEG facilities.

7.5 PEG Channel Locations.

(a) Grantee shall continue cablecasting PEG programming on the Cable System on the same Channel locations as such programming is cablecast within the City as of the Effective Date. Current SD PEG Channel locations as of the Effective Date as well as the location of the first two (2) HD PEG Channels to be provided under Section 7.2 are listed

on Exhibit A. Grantee agrees not to change these PEG Channel locations more than two (2) times during the term of this Franchise unless required by law for other programmers with specific Channel number rights or pursuant to an overall Channel reorganization of the entire Channel lineup. In no event shall any PEG Channel relocations be made prior to ninety (90) days written notice to the City by Grantee, except for circumstances beyond Grantee's control. If relocated, Grantee will work in good faith with the City to identify new Channel locations such that the PEG Channels will be located within reasonable proximity to other broadcast or news Channels where available Channel numbers allow.

(b) Grantee agrees not to encrypt the PEG Channels differently than other commercial Channels available on the Cable System.

(c) In the event Grantee requires relocation of a PEG Channel pursuant to Section 7.5(a), Grantee shall provide a rebranding reimbursement grant of One Thousand Five Hundred and No/100 Dollars (\$1,500) per relocated Channel.

7.6 Navigation to PEG Channels and Electronic Programming Guide. Grantee agrees that if it utilizes any navigation interfaces under its control on its Cable System for all Channels, the PEG Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Channels. Grantee will maintain the existing ability of the City to place PEG Channel programming information on the interactive Channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City. City acknowledges that the EPG may not be technically possible for all PEG programming, and that Grantee is not responsible for operations of the EPG provider.

7.7 Ownership of PEG Channels. Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. A PEG access user – whether an individual, education or government user – acquires no property or other interest by virtue of the use of a Channel position so designated. Grantee shall not exercise editorial control over any public, education, or government use of a Channel position, except Grantee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity in violation of Applicable Law.

7.8 PEG Monitoring. Grantee shall continue to provide the capability, without charge, for Commission representatives at the four (4) City Hall locations and the Commission's master control facility listed in Exhibit C, to monitor and verify the audio and visual quality of PEG Channels received by Subscribers as well as the existing connections and equipment at the Commission's master control facility. This will include equipment comparable to that deployed to residential cable Subscribers that will allow the Commission to verify the accuracy of EPG listings for the PEG Channels consistent with what is currently provided. Grantee shall also maintain one (1) feed to the Commission office to provide the ability to monitor Subscriber services and address Subscriber concerns which feed shall include all cable boxes and platforms (i.e. Xfinity X1).

7.9 **PEG Transport.** During the term of this Franchise, Grantee will provide PEG transport as follows:

(a) The Commission may transmit signals for the PEG Channels in “real time” upstream from the four (4) City Hall locations listed in Exhibit C to the Commission’s playback facility currently located at 5845 Blaine Avenue, Inver Grove Heights, MN (“Playback Facility”) to Grantee’s hub and head-end using existing fiber connections without additional charge or offsets from Grantee. Grantee shall continue to provide without charge or offsets, fiber backhaul and transmitter/receiver equipment for live PEG programming from City Halls as is the practice on the Effective Date of this Franchise.

(b) Grantee shall provide the capability for the Commission, either through a fiber connection, DOCSIS cable modem solution, or other technology of Grantee’s choosing, to transmit live programming from additional locations of the Commission’s choosing, subject to the Commission providing or renting necessary modems, encoders, decoders or similar devices, configuring such equipment, and removing such equipment in the event of interference with Grantee’s delivery of Cable Service. To the extent a set of mobile DOCSIS cable modems (or such other devices as may replace DOCSIS modems during the term of this Franchise) are utilized, such modems shall be able to connect to the Subscriber network at permanent or temporary Drops, subject to two (2) weeks prior written notice to Grantee and use upstream capacity on the Subscriber network to transmit programming via the Subscriber network and the connections to the Playback Facility equal to or of better quality than the PEG signals transmitted to Subscribers.

(i) The Commission shall be responsible for purchasing high speed internet service for the transmission of live programming at market rates.

(ii) The Commission shall provide any necessary encoders, decoders or similar devices and shall configure equipment and connections so that signals can be transmitted to the Playback Facility.

(iii) Grantee may request that the Commission remove an encoder, or similar device if it technically interferes with Grantee’s delivery of Cable Service.

(c) Grantee shall maintain the existing fiber paths/equipment and existing PEG connectivity to the locations listed in Exhibit C during the term of this Franchise, without additional charge (with no recurring, monthly costs or offsets, except that Grantee may invoice the Commission for any actual repair or maintenance costs which shall not exceed Five Thousand and No/100 Dollars (\$5,000) per year and which shall be estimated to the Commission in advance whenever possible, and shall be documented and invoiced to the Commission for payment) to permit the Commission/City to transport PEG programming. This will allow the Commission to continue cablecasting PEG programming from the locations listed in Exhibit C and will maintain connections from the Commission’s master control to Grantee’s hub and head-end without additional charge or offsets.

7.10 **Interconnection with other Twin Cities PEG Stations.** Grantee shall continue to make the metro area fiber ring known as the PRISMA Ring available to the City, without charge, as long

as the PRISMA Ring remains serviceable. The City may use the PRISMA Ring (or its equivalent) to send and receive live and recorded programming to/from other Twin Cities PEG stations for as long as the network remains viable. Grantee shall provide City access to the PRISMA Ring at an agreed upon demarcation point. Grantee will provide use of and maintain the PRISMA Ring without charge, but Grantee will not be obligated to replace network equipment on the PRISMA Ring or for any equipment on the City's side of the demarcation point. Grantee agrees to continue to provide, without charge or offsets, use of Grantee's Converged Regional Area Network (C-RAN) for delivery of live and recorded programming to and from the entities listed on Exhibit B, limited to six (6) multi-cast IP Channels. This obligation shall terminate if Grantee no longer utilizes the C-RAN for its own business purposes. Grantee shall have no obligation to replace any network equipment currently located in its headend facility or at the City or Commission facility necessary to deliver or receive such programming over the C-RAN. Replacement of any decoding equipment necessary to receive the programming via the C-RAN will be the responsibility of the City and will require Grantee's approval to ensure equipment compatibility. If there are incremental equipment and maintenance costs specific to the PEG use of the C-RAN, Grantee will notify the City of such costs and allow the City the option of reimbursing Grantee for such costs or to cease using the C-RAN. Grantee shall not be responsible for providing a specific performance level over the C-RAN or resolving any transmission issues caused by incompatibility of audio or video file formats with interconnected equipment.

7.11 Future PEG Transport. At such time that the City determines:

- (a) that the City desires the capacity to allow Subscribers in the City to receive PEG programming (video or character generated) which may originate from schools, City facilities, other government facilities or other designated facilities (other than those indicated in paragraph 7.9); or
- (b) that the City desires to establish or change a location from which PEG programming is originated; or
- (c) that the City desires to upgrade the connection to Grantee from an existing signal point of origination,

the City will give Grantee written notice detailing the point of origination and the capability sought by the City. After receipt of such notice by Grantee, Grantee and the City may enter into an agreement which compensates Grantee in accordance with Applicable Law, for new sites added or upgraded connections. After such an agreement has been executed, Grantee will implement any necessary Cable System changes within a reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said connection, as long as such connection does not interconnect with Grantee's Cable System without Grantee's consent or interfere with Grantee's Cable System.

7.12 PEG Channel Carriage.

- (a) The City or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Channel use.

(b) The Grantee shall monitor the PEG Channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of PEG Channels, provided however, that the Grantee is not responsible for the production quality of PEG programming productions. The City, or its designee, shall be responsible for the production and quality of all PEG programming. Grantee shall carry all components of the SD/HD PEG Channel(s) including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

7.13 PEG Programming Financial Support.

(a) During the term of the Franchise, Grantee shall pay quarterly to the Commission a PEG Fee in an amount equal to two and one-quarter percent (2.25%) of its quarterly Gross Revenues, for the duration of this Franchise. Payments pursuant to this subsection shall be paid to the Commission on the same schedule and including the same payment worksheets as the Franchise Fee payments set forth in Section 16.1(a-c) of this Franchise.

(b) The PEG Fee may be used by City and Commission to fund PEG expenditures in accordance with Applicable Law.

(c) The PEG Fee is not part of the Franchise Fee and instead falls within one or more of the exceptions in 47 U.S.C. § 542, unless the PEG Fee is used by City or Commission in violation of Applicable Law. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws.

7.14 PEG Technical Quality and Support.

(a) Grantee shall not be required to carry a PEG Channel in a higher quality format than that of the Channel signal delivered to Grantee, but Grantee shall not implement a change in the method of delivery of PEG Channels that results in a material degradation of signal quality or impairment of viewer reception of PEG Channels, provided that this requirement shall not prohibit Grantee from implementing new technologies also utilized for commercial Channels carried on its Cable System. Grantee shall meet FCC signal quality standards when offering PEG Channels on its Cable System and shall continue to comply with closed captioning pass-through requirements. There shall be no significant deterioration in a PEG Channel signal from the point of origination upstream to the point of reception (hub or head-end) or downstream to the Subscriber on the Cable System.

(b) Grantee shall provide a local (Twin Cities) response phone number, cell number, and e-mail address for local (Twin Cities) technical support staff who are trained to effectively respond to and resolve PEG related issues. For urgent issues (such as signal problems during live programs) the Grantee will respond as soon as possible. For non-urgent tech support requests the Grantee will respond within three (3) hours or forty-eight (48) hours, depending upon the response time needed. Commission technical staff will determine what requests are urgent or non-urgent. The Commission agrees to use best efforts to verify that the issue is not on the Commission's side of the demarcation point before a call is made to Grantee.

(c) Grantee agrees to continue its practice of providing to the Commission three (3) satellite feeds from Grantee's headend facility and/or hub site locations directly to the Commission's Playback Facility without charge to Commission. The Commission shall be responsible for obtaining any necessary carriage and license agreements for the programming aired on its PEG Channels to the extent the content providers require such agreements. The Commission shall pay any license fees, copyright fees and other costs of the programming provider. If Grantee receives a demand to cease and desist from providing any programming content to the Commission under this section or the source of the programming ceases to operate, Grantee may terminate such programming immediately without prior notice, but will provide notice that such programming has been terminated as soon as possible. If Grantee ceases to maintain the satellite reception facility through which the programming is received, Grantee will give the Commission sixty (60) days prior notice of the discontinuation to allow the Commission to obtain the programming from another source.

7.15 **Change in Technology.** In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the PEG Channels, Grantee shall, at its own expense and without charge to the City or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the PEG Channels in accordance with the requirements of the Franchise.

7.16 **Relocation of Grantee's Headend.** In the event Grantee relocates its headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections at Grantee's cost so that all functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise without charge to the City or its designated entities.

7.17 **Regional Channel Six.** Grantee shall make available Regional Channel Six as long as it is required to do so by Applicable Law.

7.18 **Compliance with Minnesota Statutes Chapter 238.** In addition to the requirements contained in this Section 7 of this Franchise, Grantee and City shall comply with the PEG requirements mandated by Minn. Stat. § 238.084.

SECTION 8 REGULATORY PROVISIONS

8.1 **Intent.** The City shall have the right to administer and regulate activities under the Franchise to the full extent permitted by Applicable Law. The City may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegates of the City.

8.2 **Delegation of Authority to Regulate.** The City reserves the right to delegate its regulatory authority wholly or in part to another governmental entity, including, but not limited to, an entity which may be formed to regulate several franchises in the region in a manner consistent with Applicable Laws. As of the Effective Date of this Franchise, the Commission shall have

continuing regulatory jurisdiction and supervision over the Cable System and Grantee's operation under the Franchise.

8.3 **Regulation of Rates and Charges.**

(a) **Right to Regulate.** The City reserves the right to regulate rates or charges for any Cable Service within the limits of Applicable Law, to enforce rate regulations prescribed by the FCC, and to establish procedures for said regulation or enforcement.

(b) **Notice of Change in Rates and Charges.** Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

(c) **Rate Discrimination Prohibited.** Within any category of Subscribers, Grantee shall not discriminate among Subscribers with regard to rates and charges made for any service based on considerations of race, color, creed, sex, marital or economic status, national origin, sexual preference, or (except as allowed by Applicable Law) neighborhood of residence, except as otherwise provided herein; and for purposes of setting rates and charges, no categorization of Subscribers shall be made by Grantee on the basis of those considerations. Nevertheless, Grantee shall be permitted to establish (1) discounted rates and charges for providing Cable Service to low-income, disabled, or low-income elderly Subscribers, (2) promotional rates, and (3) bulk rate and package discount pricing.

SECTION 9 BOND

9.1 **Performance Bond.**

(a) Upon the Effective Date of this Franchise and at all times thereafter until the Grantee has liquidated all of its obligations under this Franchise, the Grantee shall furnish and file with Commission, on behalf of all Member Cities, a bond in the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) in such form and with such sureties as shall be acceptable to the Commission ("Bond"). The Bond shall be conditioned upon the faithful performance by Grantee of this Franchise and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the Bond, any damages or losses suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at prime rate plus two percent (2%)), up to the full amount of the Bond, and which Bond shall further guarantee payment by Grantee of all claims and liens against City, or any public property, and taxes due to City, which arise by reason of the construction, operation, maintenance or use of the Cable System.

9.2 **Rights.** The rights reserved by City with respect to the Bond are in addition to all other rights the City may have under this Franchise or any other law.

9.3 **Reduction of Bond Amount.** City may, in its sole discretion, reduce the amount of the Bond.

9.4 **Procedure to Draw on Bond.**

(a) The parties shall follow the procedure set forth in Section 11.1 of this Franchise regarding any draw on the Bond.

(b) In the event this Franchise is terminated in accordance with the procedure set forth in Section 11, the City shall be entitled to collect from the Bond that amount which is attributable to any damages sustained by the City as a result of said violation.

(c) Grantee shall be entitled to the return of the Bond, or portion thereof, as remains one hundred and twenty (120) Days after the expiration of the term of the Franchise or termination for violation thereof, provided the City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said violation.

(d) The rights reserved to the City with respect to the Bond are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the Bond shall affect any other right the City may have.

SECTION 10 SECURITY FUND

10.1 **Security Fund.** Within thirty (30) Days of the Effective Date, Grantee shall establish and provide to the City or the Commission, on behalf of the City, as security for the faithful performance by Grantee of all provisions of this Franchise, an irrevocable letter of credit from a financial institution satisfactory to the City or the Commission in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) ("Security Fund"). Failure to post the Security Fund shall constitute a material violation of this Franchise. The Security Fund shall serve as security for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. The obligation to establish the Security Fund required by this paragraph is unconditional. If Grantee fails to establish the Security Fund as required, the City may take whatever action is appropriate to require the establishment of that Security Fund and may recover its costs, reasonable attorneys' fees, and an additional penalty of Five Thousand Dollars (\$5,000) in that action.

10.2 **Withdrawal of Funds.** The Security Fund shall permit the City to withdraw funds upon demand (sight draft). Grantee shall not use the Security Fund for other purposes and shall not assign, pledge or otherwise use this Security Fund as security for any other purpose.

10.3 **Liquidated Damages.** In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Security Fund the following liquidated damages:

(a) For failure to provide data, documents, reports or information or to cooperate with City during an application process, audit, or System review, the liquidated damage shall be Two Hundred Fifty Dollars (\$250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(b) For failure to comply with any of the provisions of this Franchise for which a penalty is not otherwise specifically provided pursuant to this Section 10.3, the liquidated damage shall be Two Hundred Fifty Dollars (\$250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(c) For failure of Grantee to comply with construction, operation or maintenance standards, the liquidated damage shall be Five Hundred Dollars (\$500.00) per Day for each Day, or part thereof, such failure occurs or continues.

(d) For failure to provide the services Grantee has proposed, including but not limited to the implementation and the utilization of the PEG Channels, the liquidated damage shall be Two Hundred Fifty Dollars (\$250.00) per Day for each Day, or part thereof, such failure occurs or continues.

10.4 Each Violation a Separate Violation. Each violation of any provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed. However, to the extent City remains a Member City of Commission, liquidated damages under Section 10.3 for a violation of each Member City franchise shall be calculated by the Commission as one violation, and not as multiple violations (one violation for each individual Member City franchise). For example, liquidated damages per Day under section 10.3(a) would equal Two Hundred Fifty Dollars (\$250.00), not One Thousand Seven Hundred Fifty Dollars (\$1,750) (seven times the per Day liquidated damages amount).

10.5 Maximum Draw Per Violation. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00). If after that amount of draw from the Security Fund Grantee has not cured or commenced to cure the alleged breach to the satisfaction of the City, the City may pursue all other remedies.

10.6 Withdrawal of Funds to Pay Taxes. If Grantee fails to pay to the City any taxes due and unpaid; or fails to repay to the City, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) Days' notice of such failure by the City to comply with any provision of the Franchise which the City reasonably determines can be remedied by an expenditure of the Security Fund, the City may then draw from the Security Fund. Payments are not Franchise Fees as defined in Section 16 of this Franchise.

10.7 Procedure for Draw on Security Fund. The parties shall follow the procedure set forth in Section 11.1 of this Franchise regarding any withdrawal from the Security Fund.

10.8 Grantee's Right to Pay Prior to Security Fund Draw. Grantee shall have the opportunity to make prompt payment of any assessed liquidated damages and if Grantee fails to

promptly remit payment to the City, the City may resort to a draw from the Security Fund in accordance with the terms of this Franchise.

10.9 Failure to Establish Security Fund. City may draw on said Security Fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to establish a Security Fund under section 10.1 may also, at the option of City, be deemed a violation by Grantee under this Franchise. The drawing on the Security Fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such violation.

10.10 Replenishment of Security Fund. If Commission or City exhaust the Security Fund under Section 10.5 during a given violation proceeding, Grantee shall have no obligation to replenish the Security Fund for such violation proceeding. However, Grantee must replenish the Security Fund as security for any future franchise violation. If the amount of the Security Fund established under Section 10.1 is not enough to secure the performance of the obligations described in Section 10.1, then the City or the Commission must resort to the Bond provided in Section 9 or other enforcement mechanisms provided under Section 11.

10.11 Collection of Funds Not Exclusive Remedy. The collection by City of any damages or monies from the Security Fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Security Fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise. Notwithstanding this section, however, should the City elect to impose liquidated damages, that remedy shall remain the City's exclusive remedy for the one hundred twenty (120) Day period set forth in Section 10.5.

SECTION 11 VIOLATION PROCEDURE

11.1 Basis for Violation. City or Commission shall give written notice to Grantee if City, in its sole discretion, determines that Grantee has:

- (a) Violated any material provision of this Franchise or the acceptance hereto;
- (b) Violated any law, ordinance, rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise;
- (c) Attempted to evade any provision of this Franchise or the acceptance hereof;
- (d) Practiced any fraud or deceit upon City or Subscribers;
- (e) Made a material misrepresentation of fact in the application for or negotiation of this Franchise; or

11.2 Violation Procedure. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation.

(a) Grantee shall have thirty (30) Days subsequent to receipt of the notice in which to correct the violation (or if such violation is of such a character as to require more than thirty (30) Days within which to cure the same, and Grantee fails to commence to cure the same within said thirty (30) Day period and thereafter fails to use reasonable diligence, in City's sole opinion, to cure such violation as soon as possible).

(b) Grantee may, within ten (10) Days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time until the Commission or City issues final findings of fact with respect to the violation. However, all penalties shall accrue from the date of the notice of violation until the Commission or City issues final findings of fact with respect to the violation.

(c) The City or Commission shall hear Grantee's dispute at the next regularly scheduled or specially scheduled meeting. Grantee shall have the right to speak and introduce evidence. The City or Commission shall determine whether Grantee has committed a violation and shall make written findings of fact relative to its determination.

(d) If after hearing the dispute, the violation is upheld by the City or Commission, then Grantee shall have thirty (30) Days within which to remedy the violation.

(e) If Grantee fails to cure the violation within thirty (30) Days, such violation shall be a substantial breach and City may elect to terminate the Franchise, or establish and draw on the Bond or Security Fund as provided in Sections 9 or 10.

(f) The City may place the issue of termination of this Franchise before the governing body of City at a regular meeting. If City decides there is cause or reason to terminate, the following procedure shall be followed:

(i) City shall provide Grantee with a written notice of the reason or cause for proposed termination and shall allow Grantee a minimum of thirty (30) Days subsequent to receipt of the notice in which to correct the violation.

(ii) Grantee shall be provided with an opportunity to be heard at a public hearing prior to any decision to terminate this Franchise.

(iii) If, after notice is given and an opportunity to cure, at Grantee's option, a public hearing is held, and the City determines there was a violation, breach, failure, refusal or neglect, the City may declare by resolution the Franchise terminated and of no further force and effect unless there is compliance within such period as the City may fix, such period may not be less than thirty (30) Days. No opportunity for compliance need be granted for fraud or misrepresentation.

11.3 Failure to Enforce. Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the City to enforce prompt compliance, and City's failure to enforce shall not constitute a waiver of rights or acquiescence in Grantee's conduct.

11.4 **Compliance with the Laws.**

(a) If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.

(b) If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with, provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

SECTION 12 FORECLOSURE AND RECEIVERSHIP

12.1 **Foreclosure.** Upon the foreclosure or other judicial sale of the Cable System, Grantee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

12.2 **Receivership.** The City shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, one hundred twenty (120) Days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) Days, or unless:

(a) Within one hundred twenty (120) Days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; and,

(b) Such receiver or trustee, within said one hundred twenty (120) Days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 13 REPORTING REQUIREMENTS

13.1 **Quarterly Reports.** Within thirty (30) Days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment, a report showing the basis for computation of the Franchise Fee and PEG Fee payments signed by an authorized representative of Grantee in form and substance substantially equivalent to Exhibit D attached hereto. This report shall separately indicate Grantee's Gross Revenues within the City including, but not limited to such items as listed in the definition of "Gross Revenues" at Section 1.22 of this Franchise. Nothing in the Franchise Fee payment worksheet form set forth in Exhibit D shall be construed to modify the definition of "Gross Revenues" set forth in Section 1.21 of this Franchise.

13.2 **Monitoring and Compliance Reports.** Upon request, but no more than once a year, Grantee shall provide a written report of any and all FCC technical performance tests for the residential network required in FCC Rules and Regulations as now or hereinafter constituted.

13.3 **Monthly Subscriber Data Report.** Every other month starting in January, Grantee shall provide the City with a Subscriber data report consistent with the format set forth in Exhibit E attached hereto. In the event technical or programming changes require changes to the format of the report, the City and Grantee shall work in good faith to make such changes without the need to amend this Franchise.

13.4 **Other Reports.** Upon request of the City and in no event later than thirty (30) Days from the date of receipt of such request, Grantee shall, without charge, prepare and furnish to the City, at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise. Grantee and City may in good faith agree upon taking into consideration Grantee's need for the continuing confidentiality as prescribed herein. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

13.5 **Confidential and Trade Secret Information.** Grantee acknowledges that information submitted by Grantee to the City may be subject to the Minnesota Government Data Practices Act ("MGDPA") pursuant to Minn. Stat. Chapter 13. The Commission shall follow all Applicable Laws and procedures for protecting any confidential and trade secret information of Grantee that may be provided to Commission. Grantee acknowledges that the Commission shall at all times comply with the Minnesota Data Practices Act ("MDPA") related to the release of information and nothing herein shall be read to modify the Commission's obligations under the MDPA.

13.6 **Communications with Regulatory Agencies.**

(a) Upon written request (unless service of copies is otherwise mandated by Applicable Law) Grantee shall submit to City copies or online links to copies of any pleading, applications, notifications, communications and documents of any kind, submitted by Grantee or its Affiliates to any federal, state or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of Grantee's Cable System within the Franchise Area. Grantee shall submit such documents to City no later than thirty (30) Days after receipt of City's request. Grantee and City shall comply with

all Applicable Law governing confidential, privileged or proprietary rights to such documents.

(b) In addition, Grantee and its Affiliates, City and Commission shall, within ten (10) Days of any communication to or from any judicial or regulatory agency regarding any alleged or actual violation of this Franchise, City regulation or other requirement relating to the System, use its best efforts to provide the other party a copy of the communication, whether or not specifically requested to do so.

SECTION 14 CUSTOMER SERVICE POLICIES

14.1 Response to Customers and Cooperation with City and Commission. Grantee shall promptly respond to all requests for service, repair, installation and information from Subscribers. Grantee acknowledges the City's interest in the prompt resolution of all cable complaints and shall work in close cooperation with the City to resolve complaints. Grantee shall provide the Commission and the City with the name, address and telephone number of an office that will act as the Grantee's agent to receive complaints, regarding quality of service, equipment malfunctions, billings, and similar matters. Grantee will maintain an "escalated complaint process" to address unresolved complaints from Subscribers. A team of specifically identified employees of Grantee shall be available to the City and the Commission via email and telephone for reporting issues. These specifically identified employees of Grantee will have the ability to take actions to resolve Subscriber complaints relating to billing, property or service restoration, technical appointments, or any other Subscriber matters when necessary. Grantee will follow-up with the City or the Commission in writing by email (and by phone when necessary) with a summary of the results of the complaint(s).

14.2 Customer Service Agreement and Written Information. Grantee shall provide to Subscribers access to their service agreement and the following information if not included in the service agreement:

- (a) Services to be provided and rates for such services.
- (b) Billing procedures.
- (c) Service termination procedure.
- (d) Change in service notifications.
- (e) Converter/Subscriber terminal equipment policy.
- (f) How complaints are handled including Grantee's procedure for investigation and resolution of Subscriber complaints.
- (g) The name, address, and phone number of the Person identified by the City as responsible for handling cable questions and complaints for the City. This information shall be prominently displayed and Grantee shall submit the information to the City for review and approval as to its content and placement on Subscriber billing statements. A

copy of the written information shall be provided to each Subscriber at the time of initial connection and any subsequent reconnection.

14.3 Customer Service Standards.

(a) The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended.

(b) Grantee shall provide City with information demonstrating Grantee's compliance with each and every term and provision of Section 14.5.

(c) Grantee shall comply in all respects with the customer service requirements established by the FCC and those set forth herein. The City reserves the right to enact additional consumer protection laws or requirements to the extent such requirements are not inconsistent with, and preempted by, the FCC's customer service standards.

14.4 Local Office. Grantee shall maintain a convenient local customer service and bill payment location for matters such as receiving Subscriber payments, handling billing questions, equipment replacement and customer service information.

14.5 Cable System office hours and telephone availability. Grantee shall comply with the standards and requirements for customer service set forth below during the term of this Franchise.

(a) Grantee will maintain a local, toll-free telephone access line which will be available to its Subscribers twenty-four (24) hours a Day, seven (7) days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) The access line may be initially answered by an interactive voice response system but a Subscriber, under Normal Operating Conditions, shall have the option to speak to a trained Grantee representative during Normal Business Hours. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

(f) The Grantee shall utilize such equipment and software and keep such records as are necessary or required to enable the City and Commission to determine whether the Grantee is complying with all telephone answering standards required by applicable customer service regulations and laws, as amended from time to time. The Grantee shall provide the Commission with a quarterly report documenting Grantee's compliance with this Section 14.5 as is the current practice.

14.6 Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system as more specifically set forth in Section 6.7(b).

(b) Excluding conditions beyond the control of Grantee, Grantee will begin working on "service interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

(c) The "appointment window" alternatives for installations, Service calls, and other installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other installation activities outside of Normal Business Hours for the express convenience of the customer.)

(d) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(e) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

14.7 Communications between Grantee and Subscribers.

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer's next billing cycle following resolution of the request or thirty (30) Days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

14.8 Billing:

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) Days.

14.9 Subscriber Information.

(a) Grantee will provide Subscribers access to the following information at any time:

- (i) Products and Services offered;
- (ii) Prices and options for programming services and conditions of subscription to programming and other services;
- (iii) Installation and Service maintenance policies;
- (iv) Instructions on how to use the Cable Service;
- (v) How to find or purchase programming carried on the System;
- (vi) Billing and complaint procedures, including the address and telephone number of the Commission's office; and
- (vii) A copy of its refund policy for Cable Services.

(b) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including contact information for the City and the Commission. Subscribers will be notified of any changes in rates or programming or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) Days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) Days in advance of any significant changes in the information required by this Section 14.9.

14.10 Notice of Rate or Programming Changes. Grantee shall give thirty (30) Days written notice to both Subscribers and the City before implementing any rate or Service change within the control of Grantee. For the purpose of this section a "Service change" shall not include channel additions or moves that do not impact rates. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change. When the change involves the deletion of Channels, each Channel deleted must be separately identified.

14.11 **Subscriber Contracts.** Grantee shall, upon written request, provide the Commission with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. Grantee shall provide City a list of Grantee's current Subscriber rates and charges for Cable Service and a current Channel line-up showing all Channels available in the City. Grantee shall also provide on a monthly basis a copy of a sample Subscriber Bill to the Commission.

14.12 **Refund Policy.** If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) Days.

14.13 **Late Fees.** Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

14.14 **Disputes.** All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or a commission of the City.

14.15 **Subscriber Bills.** Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (A) is not misleading and (B) does not omit material information. Grantee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. § 542(c)).

14.16 **Failure to Resolve Complaints.** Grantee shall resolve a complaint within thirty (30) Days in a manner deemed reasonable by the City under the terms of the Franchise.

14.17 **Notification of Complaint Procedure.** Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 14.2, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

14.18 **Subscriber Privacy.**

(a) To the extent required by Minn. Stat. § 238.084 Subd. 1(s) Grantee shall comply with the following:

(i) No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for

permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(ii) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(iii) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (ii) of this section.

14.19 **Grantee Identification.** Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

SECTION 15 SUBSCRIBER PRACTICES

15.1 **Subscriber Rates.** There shall be no charge for disconnection of any installation or outlet. If any Subscriber fails to pay a properly due monthly Subscriber fee, or any other properly due fee or charge, Grantee may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not occur until after the later of: (i) forty-five (45) Days after the original due date of said delinquent fee or charge; or (ii) ten (10) Days after delivery to Subscriber of written notice of the intent to disconnect. If a Subscriber pays before expiration of the later of (i) or (ii), Grantee shall not disconnect. After disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnection charge, Grantee shall promptly reinstate the Subscriber's Cable Service.

15.2 Refunds to Subscribers shall be made or determined in the following manner:

- (a) If Grantee fails, upon request by a Subscriber, to provide any service then being provided to the Subscriber, Grantee shall promptly refund all deposits or advance charges paid for the service in question by said Subscriber. This provision does not alter Grantee's responsibility to Subscribers under any separate contractual agreement or relieve Grantee of any other liability that may be available under Applicable Law.
- (b) If any Subscriber terminates any monthly service because of failure of Grantee to render the service in accordance with this Franchise, Grantee shall refund to such Subscriber the proportionate share of the charges paid by the Subscriber for the services not received. This provision does not relieve Grantee of liability established in other provisions of this Franchise.

SECTION 16 COMPENSATION AND FINANCIAL PROVISIONS

16.1 Franchise Fees. During the term of the Franchise, Grantee shall pay quarterly to the City or its delegate a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues. If any such law, regulation or valid rule alters the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the authority to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law.

- (a) Franchise Fees shall be paid quarterly not later than forty-five (45) Days following the end of each quarter. Grantee shall include with each quarterly payment a Franchise Fee payment worksheet, in form and substance substantially similar to Exhibit D, signed by an authorized representative of Grantee. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.
- (b) Neither current nor previously paid Franchise Fees shall be subtracted from the Gross Revenue amount upon which Franchise Fees are calculated and due for any period, unless otherwise required by Applicable Law.
- (c) Any Franchise Fees owing pursuant to this Franchise which remain unpaid after the due dates specified herein shall be delinquent and shall immediately begin to accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

16.2 Auditing and Financial Records. Throughout the term of this Franchise, the Grantee agrees that the City or its designee, upon reasonable prior written notice of twenty (20) Days to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise. Grantee shall provide such requested information as soon as possible and in no event more than twenty (20) Days unless Grantee explains that it is not feasible to meet this timeline and provides a written explanation for the delay and an estimated reasonable date for when such information

will be provided. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of seven (7) years, pursuant to Minn. Stat. § 541.05. The Grantee shall not deny the City access to any of the Grantee's records on the basis that the Grantee's records are under the control of any parent corporation, affiliated entity or a third party. The City may request in writing copies of any such records or books that are reasonably necessary, and the Grantee shall provide such copies within thirty (30) Days of the receipt of such request. One (1) copy of all reports and records required under this or any other section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) Days of receipt of such request, that the City inspect them at the Grantee's local offices or at one of Grantee's offices more convenient to City or its duly authorized agent. If any books or records of the Grantee are not kept in such office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by the Grantee.

16.3 Review of Record Keeping Methodology. Upon request, Grantee agrees to meet with a representative of the City or its designee to review its methodology of record-keeping, financial reporting, computing Franchise Fee obligations, and other procedures the understanding of which the City deems necessary for understanding the meaning of reports and records.

16.4 Audit of Records. The City or its authorized agent may at any time and at the City's own expense conduct an independent audit of the revenues of Grantee in order to verify the accuracy of Franchise Fees or PEG Fees paid to the City. Grantee and each parent company of Grantee shall cooperate fully in the conduct of such audit. In the event it is determined through such audit that Grantee has underpaid Franchise Fees in an amount of five percent (5%) or more than was due the City, then Grantee shall reimburse the City for the entire cost of the audit within thirty (30) Days of the completion and acceptance of the audit by the City.

16.5 Records to be reviewed. The City agrees to request access to only those books and records, in exercising its rights under this section, which it deems reasonably necessary for the enforcement and administration of the Franchise.

16.6 Indemnification by Grantee. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City and Commission, and in their capacity as such, the officers, agents and employees thereof (collectively the "Indemnified Parties"), from and against any and all claims, suits, actions, demands, liability and judgments for damage or otherwise except those arising wholly from negligence on the part of the Indemnified Parties; for actual or alleged injury to Persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of Grantee or its officers, agents, employees, or contractors or to which Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute, and whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law; arising out of or alleged to arise out of any claim for damages for Grantee's invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation of infringement of any copyright, trademark, trade name, service mark or patent, or

of any other right of any Person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any Applicable Law. Nothing herein shall be deemed to prevent the Indemnified Parties from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the Indemnified Parties.

16.7 Grantee Insurance. Upon the Effective Date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the State of Minnesota with a rating by A.M. Best & Co. of not less than "A-" that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Three Million Dollars (\$3,000,000). The liability policy shall include:

- (a) The policy shall provide coverage on an "occurrence" basis.
- (b) The policy shall cover personal injury as well as bodily injury.
- (c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (d) Broad form property damage liability shall be afforded.
- (e) City and Commission shall be named as an additional insured on the policy.
- (f) An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee's operations under this Franchise and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.
- (g) Standard form of cross-liability shall be afforded.
- (h) An endorsement stating that the policy shall not be canceled without thirty (30) Days' notice of such cancellation given to City.
- (i) City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.
- (j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The

certificate and documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, City's right to enforce the terms of Grantee's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee's insurance coverage.

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 **Posting and Publication.** Grantee shall assume the cost of posting and publication of this Franchise as such posting and publication is required by law and such is payable upon Grantee's filing of acceptance of this Franchise.

17.2 **Guarantee of Performance.** Grantee agrees that it enters into this Franchise voluntarily in order to secure and in consideration of the grant from the City of a ten (10) year Franchise. Performance pursuant to the terms and conditions of this Franchise is guaranteed by Grantee.

17.3 **Entire Agreement.** This Franchise contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein.

17.4 **Consent.** Wherever the consent or approval of either Grantee or the City is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

17.5 **Prior Franchise Terminated.** The cable television franchise originally granted by Ordinance No. 16-04 is hereby terminated. Nothing herein shall serve to waive any rights the parties may have under Ordinance No. 16-04 regarding: 1) the payment of franchise fees and PEG fees; and 2) Grantee's compliance with all applicable City Code obligations governing Grantee's facilities in Streets.

17.6 **Franchise Acceptance.** No later than thirty (30) Days following City Council approval of this Franchise, Grantee shall execute and return to the City three (3) original franchise agreements. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise. In the event Grantee fails to provide the required executed Franchise, insurance certificate as required by Section 16(j) and the Bond, this Franchise shall be null and void. The Grantee agrees that despite the fact that its written acceptance may occur after the Effective Date, the obligations of this Franchise shall become effective on the Effective Date.

17.7 **Amendment of Franchise.** Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made to address technology changes or advances subsequent to a review session pursuant to Section 2.6 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers.

17.8 **Notice.** All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of the Grantee or the City's administrator of this Franchise during Normal Business Hours or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City Manager
 City of West St. Paul
 1616 Humboldt Avenue
 West St. Paul, MN 55118

If to Commission: Executive Director
 Northern Dakota County Cable Communications Commission
 5845 Blaine Avenue
 Inver Grove Heights, MN 55076

If to Grantee: General Manager
 Comcast
 10 River Park Plaza
 St. Paul, MN 55107

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

Recognizing the widespread usage and acceptance of electronic forms of communication, emails will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications required under section 14.12. Such communication should be addressed and directed to the Person of record as specified above.

17.9 **Force Majeure.** In the event that either party is prevented or delayed in the performance of any of its obligations, under this Franchise by reason of acts of God, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, delays in receiving permits where it is not the fault of Grantee, public easements, sabotage, acts or omissions of the other party, or any other similar event beyond the reasonable control of that party, it shall have a reasonable time under the circumstances to perform such obligation under this Franchise, or to procure a substitute for such obligation to the reasonable satisfaction of the other party.

17.10 **Work of Contractors and Subcontractors.** Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors, and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise, the City Code and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons

performing work on Grantee's behalf are familiar with the requirements of this Franchise, the City Code and other Applicable Laws governing the work performed by them.

17.11 **Governing Law.** This Franchise is made pursuant to Minnesota Statutes Chapter 238 and the City Code and is intended to comply with all requirements set forth therein. This Franchise shall be deemed to be executed in the State of Minnesota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Minnesota, as applicable to contracts entered into and performed entirely within the State.

17.12 **Commission.** In the event the City lawfully withdraws from the Commission, any reference to the Commission in this Franchise shall thereafter be deemed a reference to the City and the rights and obligations related thereto shall, where possible, accrue to the City unless or until a new franchise is executed between Grantee and City. Nothing herein shall in any way modify or alter any rights or obligations the City or Commission may have under the Amended Joint and Cooperative Agreement between the parties.

17.13 **Nonenforcement by City.** Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City or to enforce prompt compliance.

17.14 **Captions.** The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.

17.15 **Calculation of Time.** Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last Day of the prescribed or fixed period or duration of time. When the last Day of the period falls on Saturday, Sunday or a legal holiday that Day shall be omitted from the computation and the next business Day shall be the last Day of the period.

17.16 **No Waiver.** All rights and remedies given to the City by this Franchise or retained by the City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

17.17 **Grantee Acknowledgment of Validity of Franchise.** Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise.

17.18 **Survival of Terms.** Upon the termination or forfeiture of the Franchise, Grantee shall no longer have the right to occupy the Streets for the purpose of providing Cable Service. However,

Grantee's obligations to the City (other than the obligation to provide service to Subscribers) shall survive according to their terms.

17.19 Competitive Equity.

(a) The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or other Wireline MVPDs. The City intends to treat Wireline MVPDs in a nondiscriminatory manner to the extent permissible under Applicable Law. If, following the Effective Date of this Franchise, the City grants such an additional franchise or authorization to a Wireline MVPD and Grantee believes the City has done so on terms materially more favorable than the obligations under this Franchise, then the provisions of this Section 17.21 will apply.

(b) As part of this Franchise, the City and Grantee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Grantee at a significant competitive disadvantage if not required of a Wireline MVPD: the obligation to pay to the City a Franchise Fee, Gross Revenues as provided for and defined in this Franchise, and the obligation to comply with the requirements in this Franchise regarding PEG funding, PEG Channels, records and reports, security instruments, audits, dispute resolution, remedies, notice and opportunity to cure, and customer service obligations (hereinafter "Material Obligations"). The City and Grantee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are materially equivalent.

(c) Within one (1) year of the adoption of a Wireline MVPD franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in this Franchise that Grantee believes exceed the Material Obligations of the wireline competitor's franchise or similar authorization. The City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) Day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications. If the City and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another Wireline MVPD (with the understanding that Grantee may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to ensure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Wireline MVPD. Notwithstanding anything contained in this section to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar downstream video programming service available for purchase by Subscribers or customers under its franchise agreement with or similar authorization from the City.

(d) In the event the City disputes that the Material Obligations are different, Grantee may bring an action in federal or state court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Grantee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

(e) Nothing in this Section 17.21 is intended to alter the rights or obligations of either party under applicable federal or state law, and it shall only apply to the extent permitted under Applicable Law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

(f) To the extent the City has legal authority to grant a franchise or similar authorization to a wireless provider of Cable Service, the competitive equity rights provided by this section shall apply with respect to Material Obligations imposed in such franchise or other similar agreement. In the event of a dispute regarding the City's legal authority, Grantee shall have the burden to demonstrate that such authority exists.

17.20 Treatment of negotiated provisions.

In consideration of the City and the Commission relinquishing any claim, title or right to certain obligations set forth in the cable television franchise originally granted by Ordinance No. 16-04, Grantee agrees that for the term of this Franchise any costs incurred by Grantee pursuant to Sections 7.2(g), 7.5(c), 7.8, 7.9, 7.10, 7.12, 7.14, 7.15, 7.16, 13.1, 13.2, 13.3, and 13.4 shall be treated by Grantee as Grantee's business expense and not a Franchise Fee under Sections 1.19 and 16.1 of this Franchise or as a PEG Fee under Section 7.13 of this Franchise. Grantee reserves any rights it may have to recover from Subscribers, as a separate line item from the PEG Fee in Section 7.13 of this Franchise, any PEG capital costs set forth in Section 7.2(g), 7.8, 7.9, 7.10, 7.11, 7.15 and 7.16 as may be permitted by Applicable Law as of the Effective Date.

Passed by the City Council of the City of West St. Paul, Minnesota this 8th day of September 2020.

ATTEST:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

COMCAST OF ST. PAUL, INC.

Date: _____

By: _____

Its: _____

SWORN TO BEFORE ME this
__ day of _____, 2020.

NOTARY PUBLIC

Exhibit A
SD/HD PEG Channel Numbers

	Channel Name	SD Channel #	HD Channel #
1.	Community	14	
2.	Public Access	15	
3.	Multifaith Access	16	
4.	Government	18	799
5.	Government	19	859
6.	Education	20	
7.	Community Bulletin Board	21	

Exhibit B

Delivery of live and recorded programming to and from below listed entities on C-RAN

1. MCN 6 (1 receive ch and 1 send ch)
2. St. Paul (2 receive ch and 1 send ch)
3. Eagan (3 receive ch and 1 send ch)
4. Burnsville (1 receive ch)
5. Bloomington (1 receive ch)
6. CCX (1 receive ch)

Exhibit C
PEG Monitoring

	NAME	ADDRESS
1.	Inver Grove Heights City Hall	8150 Barbara Avenue, Inver Grove Heights, MN 55077
2.	Mendota Heights City Hall	1101 Victoria Curve, Mendota Heights, MN 55118
3.	NDC4 Commission and Town Square TV	5845 Blaine Avenue, Inver Grove Heights, MN 55076
4.	South St. Paul City Hall	125 3 rd Avenue, South St. Paul, MN 55075
5.	West St. Paul City Hall	1616 Humboldt Avenue, West St. Paul, MN 55118

PEG Transport

	NAME	ADDRESS
1.	Inver Grove Heights City Hall	8150 Barbara Avenue, Inver Grove Heights, MN 55077
2.	Mendota Heights City Hall	1101 Victoria Curve, Mendota Heights, MN 55118
3.	NDC4 Commission and Town Square TV	5845 Blaine Avenue, Inver Grove Heights, MN 55076
4.	South St. Paul City Hall	125 3 rd Avenue, South St. Paul, MN 55075
5.	West St. Paul City Hall	1616 Humboldt Avenue, West St. Paul, MN 55118

Exhibit D
Franchise Fee Payment Worksheet

TRADE SECRET – CONFIDENTIAL

*****CONFIDENTIAL*****



System Name: Comcast of Minnesota, Inc.
 Email: Prasant_Nadella@cable.comcast.com
 Phone: 610-665-2579

Vendor ID:	XXXXX
Contract Name:	X
Statement Period:	Jan - Mar, 2020
Payment Amount:	\$X
Statement Number:	XXXXXX
CUID:	XXXXXX
System ID:	XXXX-XXXX-XXXX

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	\$
Limited Basic Video Service	\$
Digital Video Service	\$
Pay	\$
PPV / VOD	\$
Digital Video Equipment	\$
Video Installation / Activation	\$
Franchise Fees	\$
Guide	\$
Other	\$
Late Fees	\$
Write-offs / Recoveries	\$
Ad Sales	\$
Home Shopping Commissions	\$
Total	\$
Franchise Fee %	%
Franchise Fee	\$

Nothing in this Franchise Fee Payment Worksheet shall serve to modify the definition of “Gross Revenues” set forth in the Franchise.

Exhibit E
MONTHLY SUBSCRIBER DATA REPORT

Twin Cities NDC

Data is for fiscal month ending x/x/xxxx

House Data	
Marketable Homes	xxx
Penetration %	x%
Subscriber Data	
Basic 1 (residential, includes EBUs)	xxx
Basic 2 (residential, includes EBUs)	xxx
Other Video Services	
Digital Economy (Residential)	xxx
Digital Preferred	xxx
Multilatino	xxx
Sports Tier	xxx
HBO	xxx
Cinemax	xxx
Showtime	xxx
Starz	xxx
TMC	xxx
Equipment	
Households with DVR Equipment	xxx
Households with HD Equipment	xxx
Households with DTA Equipment	xxx
Pay Per View	
Total # PPV Purchases	xxx
Connects	
Basic 1 Connects (Residential)	xxx
Basic 1 Disconnects (residential)	xxx
Net Gain/Loss	xxx

*EBUs - Equivalent Business Units

CONFIDENTIAL

[Comcast letterhead]

July 30, 2020

Northern Dakota County Cable Communications Commission
5845 Blaine Avenue
Inver Grove Heights, MN 55076

Dear Northern Dakota County Cable Communications Commission:

The purpose of this letter of agreement is to memorialize commitments between Comcast of St. Paul, Inc. (“Comcast”) and the Northern Dakota County Cable Communications Commission (“Commission”) that are in addition to the obligations contained in the renewal franchise agreement to be adopted by the Commission’s seven member cities (hereinafter collectively, “the Franchise”). These items set forth herein: 1) have been negotiated in good faith and mutually agreed to by the parties as part of the informal franchise renewal process pursuant to 47 U.S.C. 546(h); 2) are provided by Comcast in consideration of the grant of the Franchise by the City; and 3) specifically relate to unique community needs that exist in the Commission and its member cities. This letter of agreement shall become effective upon approval by the Commission.

1. Complimentary Cable Service to Public Buildings/Schools

a. Comcast and the Commission agree that under the FCC Section 621 Order (currently pending appeal), complimentary accounts are not a condition of the renewed franchise. Comcast will itemize fair market value price for all former complimentary service locations (approximately 46 sites in Comcast’s current Franchise effective April 2000, attached as Exhibit A), which shall be at rates at or below the attached Comcast municipal pricing sheet at Exhibit C (*Comcast’s municipal pricing sheet to be attached as Exhibit C*), and shall be subject to Comcast’s regular, nondiscriminatory rate adjustments.

b. Commission/City or former Complimentary Service recipients (schools, libraries, et al) have the right to choose to retain Cable Service at the rates listed on the municipal pricing sheet or terminate Cable Service to their Location.

c. If the FCC Section 621 Order (*Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019*) (herein “621 Order”) is stayed or overturned by action of the FCC or through judicial review, and franchise-mandated complimentary services to public buildings are no longer considered to be “franchise fees” under 47 USC §542, then for the remaining Franchise term Commission/City may require Comcast to provide complimentary basic Cable Service to the former Complimentary Service Locations listed in Exhibit B.

2. Institutional Network – I-Net

a. The I-Net is not a condition of the renewed cable franchise. Comcast will wind down its I-Net obligation as follows:

i. Comcast will provide existing dark fiber connections (former I-Net fiber), at no charge, from the Effective Date of the renewed franchise through the end of calendar year 2020 (“Termination Date”), to the following locations:

(A) Four (4) Inver Grove Heights sites; and

(B) Two (2) West St. Paul sites.

ii. Comcast will provide exactly what is in place today under the former franchise(s) (franchises adopted in the year 2000) to the above six (6) sites – no managed services required by the cities/sites.

iii. In the event the Cities should experience unavoidable fiber construction delays in 2020 (i.e. the COVID-19 crisis, weather, early winter frost, etc.) the Commission shall have the option to extend the Termination Date for any of the above locations. Any such extension of the Termination Date shall not extend beyond October 31, 2021. If such an extension is required, the Commission shall pay Comcast \$330 per location for each additional month beyond the end of calendar year 2020.

iv. But for any unavoidable construction delays for the six sites noted above, Comcast is relieved of the obligation to serve all other existing I-Net sites as of January 1, 2021 and shall have no further obligation to provide I-Net services.

v. The parties agree that Comcast shall not treat any costs incurred in performing under this Paragraph 2 as franchise fees, and agree that this provision is a reasonable way to come into compliance with the 621 Order as contemplated in the FCC’s Order on Reconsideration of the 621 Order (¶5)(Released Feb. 11, 2020).

The terms and conditions of this letter agreement are binding upon the Commission and Comcast and their successors and assigns. In the event Comcast seeks to transfer the Franchise to another entity, Comcast agrees to require the new transferee to honor the terms of this side letter agreement as a condition of such transfer. Enforcement of the terms of this letter agreement shall be consistent with the enforcement procedures set forth in the Franchise.

Acknowledged and agreed to this ___ day of _____, 2020.

Comcast of St. Paul, Inc.

Northern Dakota County Cable
Communications Commission

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

NDC4 COMCAST FRANCHISE EXHIBIT B-1 Effective April 2000 to present

(FORMER) SERVICE TO PUBLIC AND PRIVATE BUILDINGS

Dakota County

IN NDC SYSTEM

Inver Glen Library
8098 Blaine Avenue
Inver Grove Heights, MN 55076

Wentworth Library
199 East Wentworth Avenue
West St. Paul, MN 55118
Northern Service Center
(under construction)
5 West Mendota Road

ISD #199

Inver Grove Elementary School
4100 East 66th Street
Inver Grove Heights, MN 55076

Pine Bend Elementary School
9875 Inver Grove Trail
Inver Grove Heights, MN 55076

Hilltop Elementary School
3201 East 68th Street
Inver Grove Heights, MN 55076

South Grove Elementary School
7650 Clayton Avenue
Inver Grove Heights, MN 55076

Salem Hills Elementary School
5899 East Babcock Trail
Inver Grove Heights, MN 55076

ALL IN ONE COMPLEX

Inver Grove Middle School
8167 Cahill Avenue East
Inver Grove Heights, MN 55076

Simley Senior High School
2920 East 80th Street
Inver Grove Heights, MN 55076

ISD #199 District Office
2990 80th Street East
Inver Grove Heights, MN 55076

Inver Grove Heights

Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Inver Grove Heights Police Department
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IGH Fire Department
2059 Upper 55th Street E
Inver Grove Heights, MN 55077

IGH Fire Department
7015 Clayton Avenue
Inver Grove Heights, MN 55076

ISD #197

Henry Sibley High School
1897 Delaware Avenue
Mendota Heights, MN 55118

Friendly Hills Middle School
701 Mendota Heights Road
Mendota Heights, MN 55118

Heritage Middle School
121 West Butler Avenue
West St. Paul, MN 55118

Somerset Elementary School
1355 Dodd Road
Mendota Heights, MN 55118

Mendota Heights Elementary School
1979 Summit Lane
Mendota Heights, MN 55118

Moreland Elementary School
217 West Moreland Avenue
West St. Paul, MN 55118

Garlough Elementary School
1740 Charlton Street
West St. Paul, MN 55118

West St. Paul

West St. Paul City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118

South St. Paul

South St. Paul City Hall
125 3rd Avenue
South St. Paul, MN 55075

South St. Paul Public Library
106 3rd Avenue N.
South St. Paul, MN 55075

Wakota Arena (School)
141 East 6th Street
South St. Paul, MN 55075

South St. Paul Municipal
Airport (Fleming Field)
520 Airport Road
South St. Paul, MN 55075
(shall be considered a subsequently designated
building pursuant to Section 6(2) of this Franchise)

Lilydale

Lilydale City Hall
855 Sibley Memorial Hwy
Lilydale, MN 555118

Sunfish Lake

Sites to be determined

Mendota

Sites to be determined

Mendota Heights

Mendota Heights City Hall
1101 Victoria Curve
Mendota Heights, MN 55118

Mendota Heights Police Department
1101 Victoria Curve
Mendota Heights, MN 55118

Mendota Heights Fire Department
2121 Dodd Road
Mendota Heights, MN 55120

South St. Paul Schools

South St. Paul High School
700 2nd St. N.
South St. Paul, MN 55075

District Office
104 5th Ave. So.
South St. Paul, MN 55075

ECFE
1549 5th Ave. So.
South St. Paul, MN 55075

Lincoln Center
357 9th Ave. N.
South St. Paul, MN 55075

Kaposia Education Center
1225 1st Ave. So.
South St. Paul, MN 55075

ALC
151 6th St. E.
South St. Paul, MN 55075

Private Schools

Convent of the Visitation School
2455 Visitation Drive
Mendota Heights, MN 55120

St. Croix Lutheran High School
1200 Oakdale Avenue
West St. Paul, MN 55118

St. Joseph's School
1138 Seminole Avenue
West St. Paul, MN 55118

St. Thomas Academy
949 Mendota Heights Road
Mendota Heights, MN 55120

Emanuel Lutheran School
115 Crusader Avenue
West St. Paul, MN 55118

St. John Vianney School
1815 Bromley Street
South St. Paul, MN 55075

St. Michael's School
335 E. Hurley Street
West St. Paul, MN 55118

Holy Trinity School
745 - 6th Avenue S.
South St. Paul, MN 55075

Colleges

Inver Hills Community College
2500 East 80th Street
Inver Grove Heights, MN 55076

EXHIBIT B

LOCATION	ADDRESS
City of IGH	
FIRE DEPT, INVER GROVE HTS	7015 CLAYTON AVE APT 1
FIRE DEPT, IGH 3	2059 UPPER 55TH ST E
FIRE DEPT, NEW STATION 2	9200 COURTHOUSE BLVD 55077
CITY OF, INVER GROVE	8150 BARBARA AVE
ISD #199	
ELEM SCHOOL, HILLTOP	3201 68TH ST E
MIDDLE SCHOOL, IGH	8167 CAHILL AVE
SCHOOL, SIMLEY HIGH	2920 80TH ST E
SCHOOL, PINE BEN	9875 INVER GROVE TRL
ELEM SCHOOL, SALEM	5899 BABCOCK TRL
LIBRARIES	
LIBRARY, INVER GROVE	8098 BLAINE AVE
LIBRARY, S ST PAUL	106 3RD AVE N
LIBRARY, WEST ST. PAUL	Wentworth Avenue
CABLE COMM, NDC	5845 BLAINE AVE APT 1
CABLE COMM, NDC	5845 BLAINE AVE APT 2
CITY HALL, LILYDALE	1011 SIBLEY MEMORIAL HWY
City of Mendota Heights	
CITY HALL, MENDOTA HEIGHTS	1101 VICTORIA CURV
POLICE DEPT, MENDOTA HGTS	1101 VICTORIA CURV
FIRE DEPT, MENDOTA HGTS	2121 DODD RD
ISD #197	
HIGH SCHOOL, HENRY SIBLEY	1897 DELAWARE AVE APT A
SCHOOL, MENDOTA	1979 SUMMIT LN
MIDDLE SCHO, FRIENDLY HILLS	701 MENDOTA HEIGHTS RD
MIDDLE SCHOOL, HERITAGE	121 BUTLER AVE W
ELEM SCHOOL, PAUL MORELAND	217 MORELAND AVE W
ELEM SCHOOL, GARLOUGH	1740 CHARLTON ST
SOMERSET ELEMENTARY SCHOOL	1355 DODD ROAD
SOUTH ST. PAUL SCHOOLS #6	
SENIOR HIGH, S ST PAUL	700 2ND ST N
CENTER, KAPOSIA EDUCATION	1225 1ST AVE S
ELEMENTARY, LINCOLN CENTER	357 9TH AVE N
BUILDING, S ST PAUL ADMIN	104 5TH AVE S
City of SSP	
CITY HALL, SSP	125 3RD AVE N
FIRE, S ST PAUL	310 MARIE AVE
POLICE DEPT, S ST PAUL	125 3RD AVE N APT B
MAINT BUILDING, S ST PAUL	400 RICHMOND ST W

LOCATION	ADDRESS
City of WSP	
CITY HALL, W ST PAUL	1616 HUMBOLDT AVE APT A
FIRE FIGHTERS, INTL ASSN OF	1616 HUMBOLDT AVE APT B
POLICE, WEST ST PAUL	1616 HUMBOLDT AVE
PUBLIC WORKS, W ST PAUL	403 MARIE AVE E

EXHIBIT C

BUSINESS BASIC CABLE PRICING	BUSINESS SELECT CABLE PRICING	BUSINESS SERVICE EQUIPMENT & FEES
Currently \$24.60 - includes BTV Fee.	Currently \$42.65 - includes BTV and RSN Fees.	\$9.95 per piece of equipment (DTA or HD Box). \$5.00 per account for HD Service

NORTHERN DAKOTA COUNTY CABLE COMMUNICATIONS COMMISSION

RESOLUTION NO. 8-5-2020-1

**RESOLUTION RECOMMENDING RENEWAL OF A CABLE TELEVISION
FRANCHISE WITH COMCAST OF ST. PAUL, INC.**

WHEREAS, the Northern Dakota County Cable Communications Commission (the “Commission”) is a Joint Powers Cooperative organized pursuant to Minnesota Statutes §238.08 and §471.59, as amended, and includes the following seven (7) municipalities: Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul, Minnesota (the “Member Cities”); and

WHEREAS, in the spring of 2000, the Member Cities enacted separate ordinances and entered into individual franchise agreements authorizing MediaOne of St. Paul, Inc. to provide cable service (collectively, the “Franchises”); and

WHEREAS, as a result of several transfers of the Franchises, Comcast of St. Paul, Inc. (“Comcast”) currently holds the Franchises in the Member Cities; and

WHEREAS, the initial term of the Franchises has been extended multiple times by agreement of Comcast, the Commission, and the Member Cities; and

WHEREAS, the Commission has the authority to administer the Franchises on behalf of the Member Cities, including negotiating and recommending renewal of the Franchises; and

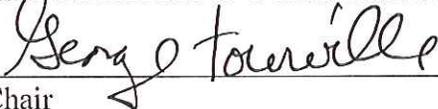
WHEREAS, the Commission and Comcast have informally negotiated the attached renewed cable television franchise (the “2020 Franchise”) as contemplated by federal law at 47 USC § 546(h); and

WHEREAS, it is the finding of the Commission that adoption of the 2020 Franchise is in the best interests of the Member Cities and their residents.

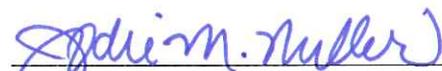
NOW, THEREFORE, BE IT RESOLVED THAT, the Commission hereby recommends adoption of the 2020 Franchise by its Member Cities.

This resolution is passed and adopted by the Commission this 5th day of August, 2020.

**NORTHERN DAKOTA COUNTY CABLE
COMMUNICATIONS COMMISSION**

By: 
Its: Chair

ATTEST:


Executive Director

ATTACHMENT 1

2020 Cable Television Franchise