



CITY COUNCIL MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS
1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118
MONDAY, OCTOBER 12, 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. South Metro FD Mental Health Programming

Documents:

[WSP CITY COUNCIL PAR360 BRIEFING OCTOBER 2020.PDF](#)

B. Beyond the Yellow Ribbon Presentation

Documents:

[RESOLUTION - BEYOND THE YELLOW RIBBON.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. Third Quarter Strategic Initiatives Update

Documents:

[CITY COUNCIL INITIATIVES THIRD QUARTER UPDATE 101220 \(002\).PDF](#)
[COUNCIL INITIATIVE UPDATE JULY 2020.PDF](#)
[SALES TAX ELIGIBLE ROAD SEGMENTS.PDF](#)
[SIDEWALK BUDGET PROJECTIONS.PDF](#)

B. List of Claims for October 12, 2020

Documents:

[COUNCIL REPORT - LIST OF CLAIMS 10.12.20.PDF](#)

C. Budget Adjustment

Documents:

[COUNCIL REPORT - BUDGET ADJUSTMENT.PDF](#)
[ROOF TOP UNIT REPLACEMENT QUOTE.PDF](#)

D. CARES Monthly Report

Documents:

[COUNCIL REPORT - CARES ACT FINANCIAL REPORT FOR SEPTEMBER.PDF](#)
[MMB MONTHLY REPORT-SEPTEMBER.PDF](#)

E. Support of the Draft Dakota County 2021-2025 Capital Improvements Program

Documents:

[COUNCIL REPORT - SUPPORT OF DRAFT COUNTY 2021-2025 CIP.PDF](#)
[2021-2025 CIP DRAFT.PDF](#)
[RESOLUTION - SUPPORTING COUNTY CIP 21-25.PDF](#)

F. Rental Licensing

Documents:

COUNCIL REPORT - RENTAL LICENSING.PDF

G. Access Deed - Blockbuster Site

Documents:

COUNCIL REPORT - ACCESS DEED, BLOCKBUSTER SITE.PDF
QUIT CLAIM DEED - WSP TO ROERS 10-7-2020.PDF

H. Special Benefits Appraisal for 2022 Street Improvements Project 22-1

Documents:

COUNCIL REPORT - SPEICAL BENEFITS APPRAISAL CP 22-1.PDF

I. Consultant Contract for Storm Water Pond Maintenance City Project 18-7

Documents:

COUNCIL REPORT - CONSULTANT CONTRACT CP 18-7.PDF

J. Support of Robert Street BRT Designation

Documents:

COUNCIL REPORT - SUPPORT OF BRT ROUTE DESIGNATION AND
FUNDING.PDF
RESOLUTION - SUPPORTING THE ROBERT ST-RICE ST BRT LINE
DESIGNATION AND SELECTION FOR FUNDING.PDF
10-07-20 SUPPORT LETTER FOR ROBERT AND RICE BRT.PDF
RICE-ROBERT FLYER.PDF
TAB BRT SCREENING.PDF

11. Public Hearing

A. Zoning Ordinance Amendment - Final Reading of Ordinance No. 20-019, Regarding Lot Area per Dwelling Unit – City of West St. Paul

Documents:

COUNCIL REPORT - ZONING ORDINANCE AMENDMENT - FINAL READING -
LOT AREA PER UNIT.PDF
ORDINANCE NO. 20-019 REDLINE ZONING ORDINANCE AMENDMENT -
FINAL READING - LOT AREA PER UNIT.PDF

12. New Business

A. Rental License with Conditions - 180 Oakview Rd

Documents:

COUNCIL REPORT - RENTAL LICENSE WITH CONDITIONS - 180 OAKVIEW
RD.PDF
ATTACHMENT - RENTAL LICENSE WITH CONDITIONS - 180 OAKVIEW
RD.PDF
RESOLUTION - RENTAL LICENSE WITH CONDITIONS - 180 OAKVIEW
RD.PDF

B. Resolution Approving Redevelopment Improvement Grant (RIG) Application

Documents:

COUNCIL REPORT - RIG APPLICATION.PDF
RESOLUTION - APPROVING DAKOTA COUNTY RIG APPLICATION.PDF
TOWN CENTER -RIG APPLICATION - 10-12-20.PDF

C. Site Plan Extension Request for 1665 Oakdale Ave - More Space LLC

Documents:

COUNCIL REPORT - SITE PLAN EXTENSION - MORE SPACE LLC.PDF
ATTACHMENT - SITE PLAN EXTENSION - MORE SPACE LLC.PDF
RESOLUTION - SITE PLAN EXTENSION - MORE SPACE LLC.PDF

13. **Old Business**

A. Business Subsidy Grant-Award

Documents:

COUNCIL REPORT - BUSINESS GRANT AMENDMENT.PDF

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*



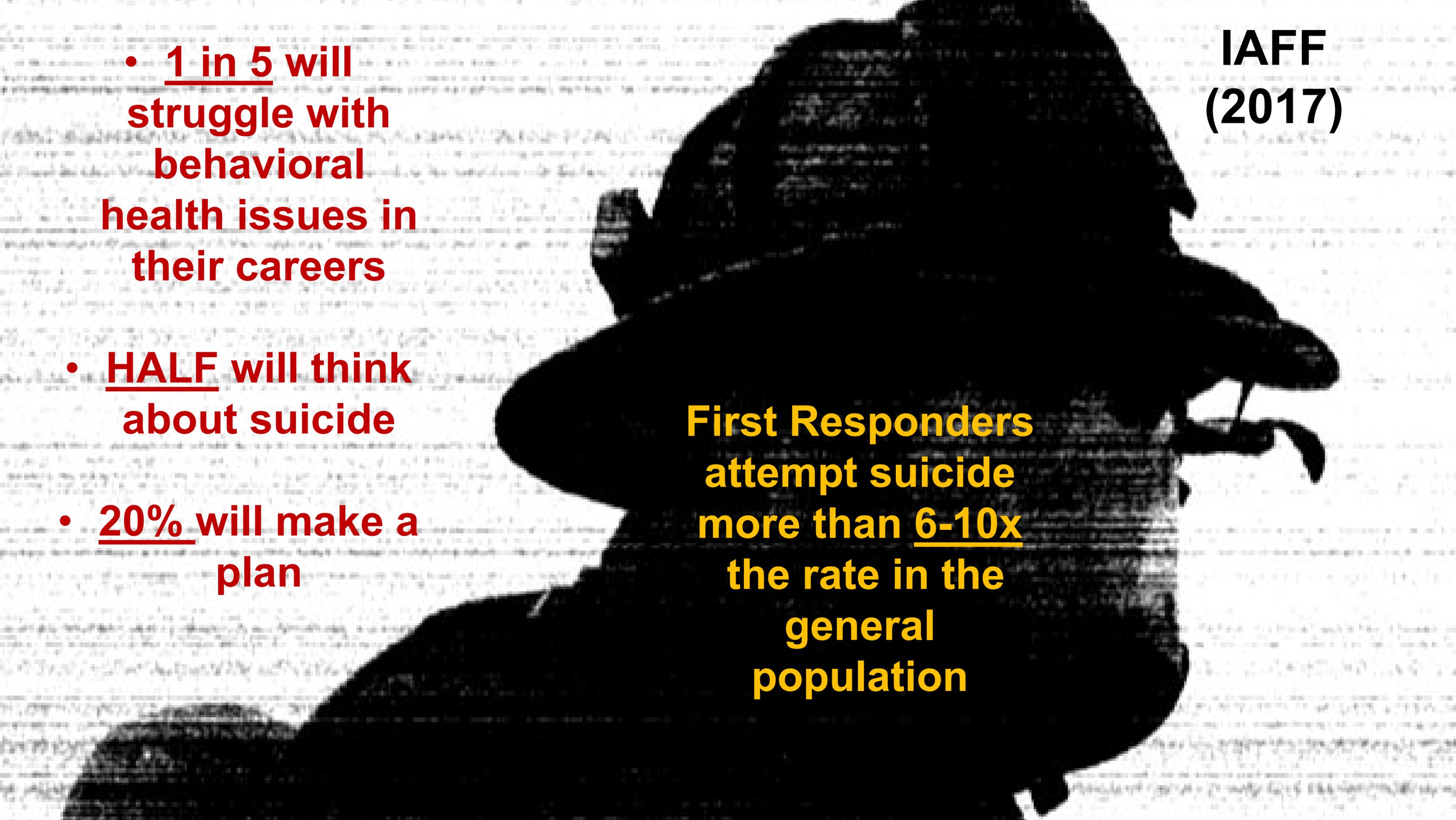
PPAR360

South Metro Fire Implementation

Mark Juelfs - Fire Chief

**HALF OF ALL
FIREFIGHTERS
THINK ABOUT
KILLING
THEMSELVES**



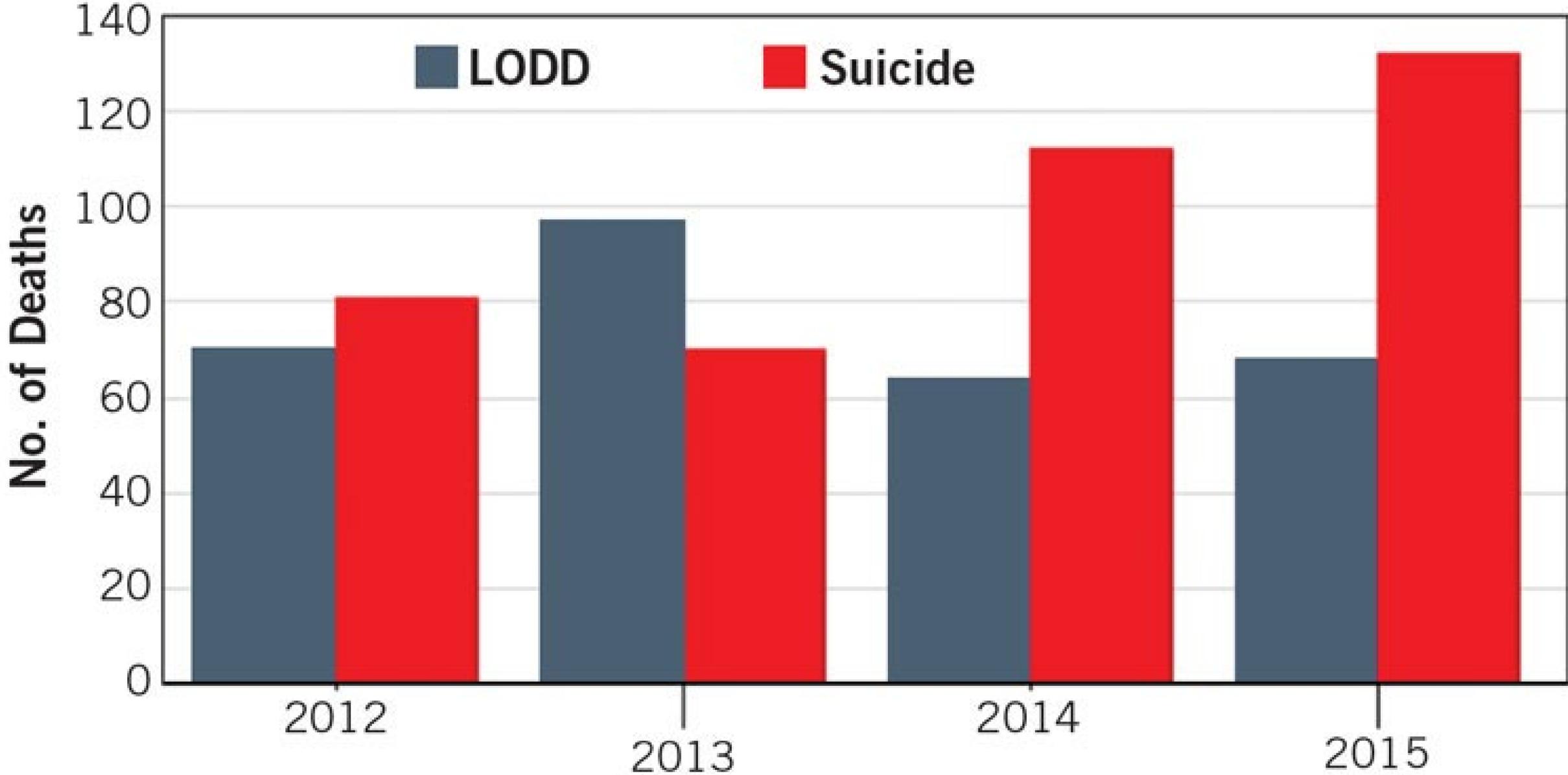
A high-contrast, black and white silhouette of a firefighter's helmet and associated gear, including a neck strap and a chin strap, set against a white background. The silhouette is positioned on the right side of the slide, partially overlapping the text.

**IAFF
(2017)**

- **1 in 5 will struggle with behavioral health issues in their careers**
- **HALF will think about suicide**
- **20% will make a plan**

First Responders attempt suicide more than 6-10x the rate in the general population

Suicide vs. line-of-duty deaths.



(Image by author.)

Firefighters Also Have:



2X

**THE RATE OF
ALCOHOL
PROBLEMS**



4X

**THE RATE OF
POSTTRAUMATIC
STRESS**



18X

**THE RATE OF
ANXIETY**



8X

**THE RATE OF
DEPRESSION**



BURNOUT

**FROM WORKING IN
CHALLENGING
SITUATIONS WITH
LIMITED RESOURCES
AND PRESSURE**

92%

of fire fighters view seeking
treatment as a sign of
weakness

Most wait too long



WE ALREADY KNOW THE JOB TAKES A TOLL

But Chiefs Often Ask:

“What am I supposed to do about it?”

“What do I do to handle a tough situation
happening in my department?”

Emotional Costs of Not Addressing the Problem

Stress

Burnout

Exhaustion

Disengagement
or withdrawal
from
work/coworkers

Lack of focus

Cynicism or
unsympathetic
attitude

Anger

Conflict at
home

Depression

Anxiety

Reliance on
alcohol to take
the edge off

Insomnia

PTSD

Suicide

South Metro's experience with
firefighter emotional trauma
and how we are addressing it



PAR360

PAR 360

Developed By

Dr. Margaret Gavian

- Medical Director, MN Fire Initiative
- PhD in Psychology with over 14 years working as a therapist
- Worked with men & women in warzones (Israel, Gaza, Kosovo), FDNY 9/11, with veterans, first responders, departments, executives, teachers, refugees, medical centers and in other emergency situations
- Leader in major health system developing and running programs
- Consultant & trainer to community and healthcare organizations
- Speaking to hundreds of firefighters over the years...





- Our mission is to relieve chiefs from the burden of dealing with mental health issues.
- We provide emergency response, consultation and trainings to keep firefighters mentally healthy, conflict free, and successful on the job.
- We're first responders for first responders.

- **Helps Chiefs:**

- **Free up their time to run their department**
- **Provide tactical response to critical incidents & personal issues**
- **Know who to call and what to do when there is a firefighter in crisis**



Helps Firefighters

- Reduce bringing personal problems to work
- Solve emotional issues (burnout, stress, trauma)
- Stay strong, motivated and resilient
- Create a community of strong families that get it

All of this to reduce the risk of suicide





PAR 360

What it is:

Yearly subscription program providing emergency response, consultation and training to department leaders and firefighters



Program Overview

- **Screening tool**
- **Resources**
- **Online resiliency program**
- **Individualized Resilience Pre-Plan**
- **Vetted Providers**
- **Family Training**
- **Training for Chiefs**
- **Private Facebook Page**

P

A

R

S

E

A stylized graphic of a fire with orange and yellow flames against a dark background. The word 'PARIS' is written in large, textured, grey letters at the bottom of the slide.

What Chiefs Get

1. **Direct line to mental health experts**
2. **Monthly conference calls with Dr. Gavian to solve issues**
3. **Support for flagging at-risk members**
4. **Yearly training for Department Leaders on best practices**
5. **List of vetted providers who get it**
6. **Chief Only Facebook group for training & connection with others**
7. **Discounted rate for additional services as needed**



**What
Firefighters
Get**

P

A

R

S

B

- 1. Online resilience training for all department members**
- 2. Access to confidential Facebook page to answer questions, get additional training and learn from others**
- 3. List of vetted providers**
- 4. Resources for how to recognize the warning signs in themselves and others**
- 5. Yearly training for spouses/significant others to support healthy families**
- 6. Bi-annual mental health check-ups**

THANK YOU

- For being on the leading edge of critical change
- For supporting your firefighters with the emotional gear they need to stay safe & healthy



PAR 36

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

RESOLUTION NO. 20-

**RESOLUTION SUPPORTING THE DESIGNATION OF THE
NORTHERN DAKOTA COUNTY CHAPTER OF THE
“BEYOND THE YELLOW RIBBON”
VETERANS AND SERVICE FAMILY NETWORK**

WHEREAS, Beyond the Yellow Ribbon (BTYR) is a nationally recognized organization whose purpose is to provide support and advocacy for active duty service people and their dependents, and disabled and retired veterans of the United States armed forces; and

WHEREAS, active and retired service people and their dependents in Northern Dakota County have been in need of a local chapter of BTYR to provide the necessary programs for community support, training, services and resources; and

WHEREAS, beginning in July 2019, representatives of the Cities of Lilydale, Mendota, West St. Paul, and Mendota Heights have met to investigate the formation of a single BTYR group which could provide veteran and active service member support throughout the four cities; and

WHEREAS, those representatives researched, compiled, and submitted a comprehensive Action Plan describing available resources, plans, and goals for a BTYR group to serve locally, which included plans to work with educational institutions, faith communities, health care facilities, and municipalities and other governmental units; and

WHEREAS, while waiting for the application to be considered by the Minnesota Department of Veterans Affairs, the formative Northern Dakota County BTYR group has provided fiscal and physical support to individual veterans and their families, meals, and deployment and return from active duty recognition ceremonies; and

WHEREAS, in September 2020, the Minnesota Department of Veterans Affairs notified the group that its Action Plan had been approved and that, henceforth, it would be officially recognized as the *Northern Dakota County Beyond the Yellow Ribbon Network*.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of West St. Paul that it hereby congratulates the Northern Dakota County Beyond the Yellow Ribbon Network on its official recognition by the Department of Veterans Affairs.

BE IT FURTHER RESOLVED that the City Council hereby designates West St. Paul to be a participating and active member of the Northern Dakota County BTYR Network, and that the City of West St. Paul will provide applicable support to this chapter.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 12th day of October 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

City Council Initiatives 2020 Third Quarter Update October 12, 2020

The City Council received a mid-year update of progress toward Strategic Initiatives, on July 13, 2020. That update is enclosed for reference. Over the last quarter there has been continued progress toward these initiatives. A compendium of the major items addressed by the City Council or staff follow.

Accessibility

- The R2R tunnel bid was awarded by Dakota County on July 14 after various approvals by the City. This long awaited project will be complete by yearend 2021.
- Approval of the 2021 Budget and CEP/CIP includes allocations of \$500,000/year to construct sidewalk and transportation trail gaps. The first expenditures from this fund will be to complete sidewalk gaps on Moreland Avenue in 2021 (\$160,000 CIP estimate), Crusader Avenue in 2022 (\$350,000 CIP estimate) and toward the following projects.
- On September 2 the TAB Technical Advisory Committee ranked the WSP Safe Routes to School application for a Bidwell Street walkway as the second highest of six applications for \$640,000 in Federal funding toward an \$800,000 construction project (plus ROW). Final funding determination is anticipated to occur in January 2021. If funded, this would be a 2022 project.
- On September 2, the TAB Technical Advisory Committee ranked the WSP Multi Use Trail and Bicycle facility on Oakdale as the eighth highest of thirty eight applications for \$1,785,600 in Federal funding toward a \$2,232,000 construction project (plus ROW). Final funding determination is anticipated to occur in January 2021. If funded, this would be a 2023 project.

Blighted Properties (aka economic activity)

- CARES ACT small business grant program was approved July 27 and grants were awarded on September 28 to twenty-nine local businesses.
- Approved a business redevelopment grant to expand The BLVD Bar and Grille, 433 E Mendota Road, July 27.
- Approved changes in Liquor ordinance to allow multiple establishment ownership July 27.
- Approved a business redevelopment grant for a remodel of the Jameson's Irish Bar (fka Cherokee Tavern), 886 Smith Avenue on August 17.
- Rezoning of property at Town Center 1 approved September 14 with a construction start anticipated by year end on 184 housing units with a small amount of commercial space.
- The Site Plan for an expansion of the Canine Coach, 1700 Marthaler Lane, was approved September 28.
- Zoning Ordinance amendment allowing for increased development density received its first reading September 28.

Branding and Identity

- Council/EDA returned to “in person” meetings in the Council Chambers on July 13 (meetings had been virtual since March 23 due to the pandemic) with a few changes. While social distancing limited in Chambers attendance, the City provided viewing of meetings on lobby and conference room monitors and provided call-in opportunities for citizen input and Public Hearings. Also, began cablecasting OCWS, and Park and Recreation Committee meetings to facilitate improved communication to the public.
- A new social media policy was adopted July 27.
- Amended Tobacco Ordinance July 27.
- Became the sixth City in the state to adopt a conversion therapy ban on August 17.
- Expanded allowable domestic animals (backyard chickens) August 17.
- Recognized Direct Support Professionals Week approved September 14.
- The Police Department has consistently conducted community outreach and community building activities through time. With the on-going pandemic, those activities have been curtailed. However, upon neighborhood traffic and crime concerns, the Department has participated in three neighborhood meetings this past quarter.

Diversity and Inclusion

- Council proclaimed September 15 to October 14 Hispanic Heritage Month September 14.
- The candidate pool for advertised positions through the third quarter has been 29% non-white. Hires have been 38% non-white. Both measures are improved from the prior reporting period.

Fiscal Constraints

- CARES ACT Expenditure Plan adopted July 27; allocations from that plan adopted August 17 and 31. Amended the Expenditure Plan due to evolving Federal guidance on September 28.
- CARES ACT Elections Expenditure Plan adopted August 31.
- Through September 9, the City has received \$875,245 in sales tax revenue toward the projected \$1.3 million 2020 budget estimate; these funds are allocated toward the 2021 street project.
- NDC4 Cable ten-year Franchise Agreement approval September 14.
- Preliminary 2021/22 Budget and maximum 2021 Levy adopted September 14. The preliminary levy rate is 3% below that which had been previously projected.
- Dome ionization from CARES allocation approved September 14 mitigating customer concerns regarding COVID spread.

Housing Stock

- The Housing Plan was adopted July 27.
- The 54 unit first phase of the Gateway Place affordable Dakota CDA housing project at 895 Robert was approved July 27.

- Approved sale and development agreements from Oppidan to Trilogy for the 153 unit market multifamily project at Thompson Oaks on July 27. Building permit is approved for a late fall construction start.
- The Dominion affordable housing project (247 unit senior and 146 unit workforce housing) received final entitlements on August 31. Building permit is approved for a construction start around year end.
- The 184 unit Town Center 1 mixed use project received its final entitlements on September 14.
- Approved the Wentworth Townhome access agreement on August 31 allowing for development of 16 additional townhomes by a future development interest.
- Approved Livable Communities Met Council Agreement on September 14.

Infrastructure and Public Facilities

- With September 14 approval of the Change Order #4, the 2017-2020 PD/City Hall remodel project is substantially complete. The CIP and 2021/22 budgets include an allocation to ensure funds are available for future maintenance requirements.
- The preliminary 2021/22 budget approved on September 14 includes annual allocations of \$300,000/year toward mill/overlay and reconstruction of local (non-collector) streets; a similar allocation to build funding capacity had not been specifically included in past budgets. The preliminary budget also includes a new cost center providing information on local maintenance activities specific to Robert Street to improve transparency regarding expenditures on the corridor.
- On September 17, the City received notice that the Thompson/Oakdale roundabout project was recommended for funding by the TAC Program and Funding Committee of the Transportation Advisory Board. This would result in \$1,395,000 of Federal funding toward the \$1,550,000 project. The project is scheduled for 2023. The County has proposed a turn-back of this road segment with timing corresponding with the roundabout project.
- Final payment for sewer lining 19-8 closed out this project September 28.
- Consultant contract for Public Improvement Project 22-1 (Crusader Avenue) approved September 28. At this same meeting, the Council reviewed plans for the 2021 Street Construction Project (Moreland). Both of these projects will receive partial funding from the Sales Tax which took effect in 2020. A list of future projects eligible for proceeds from the sales tax is enclosed.
- Assessment hearing for 2020 street project called on September 28.

Parks

- Approved a JPA with Dakota County regarding cost sharing design of the Garlough/Marthaler trail on August 17 and approved a consulting contract on August 31.
- Many of the developments noted above are providing park dedication fees to the City as part of development approvals. Receipt of these fees may allow park projects to advance faster than current projections.

Recreation

- Due to COVID-19, many recreational programs has been delayed; however, following is an iteration of what has been able to be offered.
- July-August—Launched Virtual Little Tykes (K-2nd Grade) and Safe Kids (3rd-5th Grade) Safety Camps. These were partnered programs with local businesses, West St. Paul Police Department, South Metro Fire Department, and Mendota Heights Police, Fire, and Recreation Departments. The camp included several components such as pre-recorded safety videos, crafts and activities with supplies provided, and question and answer WebEx™ sessions with staff from the Recreation, Police, and Fire Departments.
- July-August—Coordinated with contractual programs to host COVID-19 safety compliant youth sports, musical theater, and art camps.
- September 21—Introduced a new program initiative called Story Stroll that brings children and families into our parks to read a book while making their way through our trails.
- July-Current—Continuation of modifying COVID-19 Program and Event Preparedness Plans for current and future programming.

Council Actions during the third quarter 2020 (the more significant actions)

July 13 (first in-person Council since March 23)

- Approved 1st Reading of Sale of Outlot to Hy-Vee, Inc.
- Approved 1st Reading of Sale of Property to Dakota County for R2R

July 27

- Adopted CARES ACT Expenditure Plan
- Adopted CARES ACT Small Business Grant Program
- Approved Social Media Policy
- Approved Housing Plan
- Approved Preliminary and Final Plat for CDA Multi-Family Project 895 Robert
- Approved Site Plan/Plats and 1st Reading Rezoning for Apartment Buildings at 1201 Robert
- Amended Tobacco Ordinance
- Approved 2nd Reading of Hy-Vee Outlot Sale
- Approved 2nd Reading of County R2R Sale
- Approved Termination of Oppidan Agreement and New Trilogy Agreement at Thompson Oaks by both Council and EDA
- Approved Sale of Property to EDA for Town Center 1 Project
- Approved Conversion Therapy Ban 1st Reading
- Approved 1st Reading of Domestic Animal Ordinance
- Approved Modification to Liquor Ordinance of Multiple Establishment Ownership
- EDA Approval of Business Subsidy Grant for Expansion of The BLVD Bar and Grille

August 14

- Canvass Board

August 17

- Approved JPA with Dakota County on Garlough/Marthaler Trail Design
- Approved 2nd Reading of Domestic Animal Ordinance
- Approved 2nd Reading of Modification to Liquor oOrdinance
- Approved 2nd Reading of Conversion Therapy Ban
- Approved 2nd Reading of Rezoning of 1201 Robert
- Approved CARES ACT Allocation 1
- Approved 2nd Reading of Sale of Town Center 1 Property to EDA
- EDA Approval of Business Subsidy Grant for Remodel of Cherokee (Jamison) Restaurant

August 31

- Approved CARES ACT Allocation Amendment
- Approved CARES Act Election Funding Agreement
- Approved Consultant Contract for Garlough/Marthaler Trail Design
- Approved 1st Reading of Rezoning of Town Center 1 and CUP, Site Plan and Plats and TIF
- Approved TIF Plan for Dominion Housing Project; EDA Approval of TIF Decertification of District and Interfund Loan
- EDA Approval of Town Center 1 Sale and TIF
- EDA Approval of Wentworth Place HOA Access Agreement
- Approved 1st Reading of NDC4 Cable Franchise Agreement

September 14

- Preliminary Budget and Levy Adoption
- CEP/CIP Approval
- Cable Franchise Ordinance 2nd Reading
- Change Order #4 Closing Out PD Remodel
- Dome Air Purification Approval
- Enrollment in Livable Communities Program
- Rezoning Town Center 1 2nd Reading
- LCA Agreement Approval
- Hispanic Heritage Month
- Direct Support Professionals Week
- Change Order #4 for PD/City Hall Project
- EDA Approved Encroachment Agreement at 1019 Smith Avenue

September 28

- Cares Act Amendment Approval
- CARES ACT Business Grants Approval

- Approved Consulting Contract for 22-1 Street Project (Crusader)
- Approved Site Plan at 1700 Marthaler Lane
- Approved Zoning Ordinance Amendment Regarding Lot Density
- Scheduled Assessment Hearing for 2020 Street Project
- Reviewed 2021 Street Project Road Section Options
- Received Presentation on Ranked Choice Voting

City Council Initiatives

2020 Mid-Year Update

July 13, 2020

The City Council adopted its Goals for 2019-2020 at the Regular City Council meeting of April 22, 2019. These Goals were stated within eight “Initiative” areas. Council directed that periodic reporting occur to provide status updates on progress on these initiatives. Progress updates were provided on July 22, 2019 and February 10, 2020. Council received the 2019 Annual Report, as amended, at the Council meeting of January 27, 2020. The annual report addresses topics and achievements including and outside of the specific Council Initiatives.

To date, 2020 has been a year unlike any I have experienced, in the almost forty I have been associated with public sector governance, due to economic and social impacts of a worldwide pandemic. The first confirmed US COVID-19 pandemic case was on January 21, 2020. A National Public Health Emergency was declared on January 31 and, in Minnesota, Governor Walz declared a peacetime emergency on March 13.

Dakota County began countywide COVID prep meetings on March 3 and a City prep team began specific response-planning meetings on March 16. On March 20, Mayor Napier declared a State of Emergency in West St. Paul and on March 23, the City Council confirmed that action. On March 30, City Hall was closed to the public and a number of administrative staff began teleworking in response to the Governor’s orders to do so. All non-essential meetings, events, and programs were cancelled and the Council began holding their twice-monthly meetings virtually beginning on April 12.

More recently, on June 5, Staff schedules were adjusted so that City Hall could reopen to the public through a soft re-opening on June 8. This re-opening, however, was complicated by an ongoing window and door replacement project and Police Department remodel, which had been expected to be complete ahead of this opening, and was not. The City Council returned to in-person meetings with spatial adjustments in City Hall on June 22.

During this first six months of 2020, a portion of City Hall was in the last phase of a four-year remodel project. In 2017-2018, the City replaced all of the HVAC (heating, ventilation and air conditioning) units on general government and Police Department portions of City Hall and the entire roof of this facility. All of the parking lots were reconstructed and the overhead garage doors replaced. A solar array was placed on the roof. In total, the City addressed deferred maintenance for this building at an investment of \$1,054,887 through 2018.

In 2019, Council awarded contracts to replace all of the windows in City Hall. That \$173,763 project began in 2020 with completion in June. The reason for the delay was the award of the \$1.1 million remodel of the Police portion of the City Hall for which the window project needed to coordinate. The Police remodel included creation of an enclosed Police Department related office and an elections storeroom taking space from within the Council Chambers. The balance of the Chambers was re-carpeted. The project began in December 2019 and was complete at the end of June 2020. In total, a bit over \$2.3 million was spent within the City Hall/Police/Fire campus over the past four years

(including all of the amounts noted above). While a significant expense, the cost pales in comparison to a new build or relocation option cost that had been considered in the past. We also addressed maintenance needs that had been deferred a bit too long. The upgrade to the Police Department has improved working conditions in a manner that should suffice for the next several years. Funding for similar updating in the general government and South Metro portions of the building is proposed in the future through the Capital Improvement Plan.

On May 25, 2020 George Floyd, a 46-year-old black man, died in Minneapolis, Minnesota after Derek Chauvin, a white Police Officer, knelt on Floyd's neck for almost nine minutes while Floyd was handcuffed face down in the street. Protests began in Minneapolis the following day. Minneapolis unrest quickly became a nationalized issue. West St. Paul became a protest site with some individuals taking situational advantage to create further disruption including impacts to an estimated 42 commercial buildings within the community. An emergency meeting of the City Council was held on May 30. By the second week in June, continuing damage concerns had abated. The need to address issues that have grown in recognition and come to the forefront of the national and local conversation has become center stage.

Through establishment of the 2019-2020 initiatives, the West St. Paul City Council had previously identified the desire to enhance past efforts on issues such as those brought to the fore by the Minneapolis protests and associated unrest. Members of the community, the Police Department, and Staff throughout the organization had further reinforced Council direction through forum, survey and related submittals precedent to the development of the 2020 Police Department work plan. The COVID-19 pandemic had sidetracked our efforts in this area somewhat. On the other hand, the local and national events of late May and June have provided a platform from which renewed commitment can take place.

The Council adopted Strategic Initiatives are in the areas of accessibility, addressing blighting influences, branding and identity, fiscal concerns, improving housing stock, updating infrastructure and public facilities, parks, and recreation. A compendium of advancements in each of these areas during the first half of 2020 follows.

- **Accessibility**

Accessibility projects are provided guidance from previously adopted plans. These are:

1. Pedestrian and Bicycle Plan adopted 12/12/11
2. County R2R Master Plan, received 7/13/15
3. ADA Transition Plan adopted 4/23/18
4. Pavement Management Plan adopted 7/23/18

The compendium of these plans provides relative project priority and cost estimating for many of the projects the City has pursued since. In accordance with the adopted Capital Improvements Plan, priorities are influenced by the ability to gain third party funding for recommended projects.

The year-end report for 2019 iterated that during that year advances had occurred on this initiative likely beyond any year in recent memory. Some of these projects are being wrapped up or moving into a second phase in 2020. The most notable of these is the \$4.6 million River-to-River (R2R)

underpass of Robert Street, which is scheduled to be awarded by the County Board on July 14. In this year, the City adopted a plat amendment on March 23 with Hy-Vee to provide a portion of the required trail corridor (purchase authorized on April 27; parcel will ultimately be sold to the County) and on May 11 approved a stipulation with Auto Zone, confirmed by the Court on June 23 for another piece. The City also closed on sales of real estate to the County at the former Blockbuster site and Wentworth Townhome site for additional trail segments and finalized an amended Joint Powers Agreement (JPA) with the County on these various transactions.

In 2020, the County overlaid portions of Wentworth outside of the 2019 reconstruction project. Included is a pedestrian walkway island constructed at Marthaler Lane that was negotiated with Real Estate Equities as part of the Winslow housing project (cost split between REE and Dakota County), which opened at that location in June. This walkway will provide a connection to the R2R trailway.

On January 13, Council approved a contract for the Thompson Oakdale Feasibility Study. On March 23, Council received an update of study progress and concurrently authorized a Federal TAP (Transportation Alternatives Program) grant request to fund the project. On June 8, Council accepted the final feasibility study report.

The 2019 Marie/Oakdale trail project was completed in June 2020. A change order for that project was approved May 26. This change was necessitated due to project delays created by utility infrastructure delays in the prior year. The City has also submitted a Minnesota Department of Transportation (MNDOT) Safe Routes to School request again for 2020.

• **Blighted Properties**

The metro wide unrest in late May and June has affected the commercial portion of the community with an estimated 42 structures impacted at least to some extent. The City will need to work with these property owners and business operators in restoring business operations, not all of which will likely occur. Absent this setback, 2020 has been trending upward. Following is a compendium of positive development advances year to date in West St. Paul.

1. January 6 permit approval for remodel of Arby's
2. January 13 EDA approval to sell 30 feet to County from Wentworth parcel
3. January 13 Council approval of B2 overlay district
4. January 27 Council approval of 9,985SF clinic by Wakota Life Care Center
5. February 3 opening of Sola Salon
6. February 10 EDA approval for agreement with Neighborworks housing rehab program
7. February 19 construction complete of 2026 Robert Street Dance Studio
8. February 24 Council approval of Robert Street Marketplace outbuildings
9. February 24 Council sells Thompson Oaks to EDA
10. March 9 OCWS consensus to allocate \$20,000 toward SSD startup costs
11. March 9 Auto Zone Building Permit approved (picked up June 10)
12. March 17 St. Croix Lutheran 12,600 SF expansion building permit approval/construction start
13. March 23 Council approval of Hy-Vee replat; demolition of former Y building

14. March 23 construction complete for Sports Clips remodel
15. March 23 Council approves Body Art and Tattoo Ordinance amendments
16. April 13 Council approval of 54 unit CDA workforce housing
17. April 13 Council approval of 12,000 SF Net Ministries expansion
18. April 13 EDA approval of agreement with CRF for housing rehab loan processing
19. April 13 EDA extension of 153 unit housing project to September 2020
20. April 25 Permit approval of Boulevard Bar and Grill Remodel
21. April 27 EDA approval of KTJ339 townhome development
22. April 27 DEED Grant approval for Thompson Oaks project
23. April 27 Council authorized purchase of Outlot B from Hy-Vee
24. May 11 Council approval of DA for KTJ339 townhome development
25. May 11 Council approval of Auto Zone stipulation
26. May 11 EDA approval of FoodSmith exterior grant
27. May 11 Council approves Dakota Broadband IRU agreement
28. May 15 Opening of Winslow Senior Housing
29. May 26 Council approval of 1665 Oakdale Storage Facility
30. May 26 Council approval of outdoor patio and business expansion
31. June 8 Council approved a temporary easement for Robert St. Marketplace construction
32. June 19 Closed on Hy-Vee Outlot B
33. June 22 EDA authorized DA on KMART site
34. June 23 Auto Zone Purchase settlement agreement passes objection deadline
35. Suite Living Senior Housing: plan review complete

To date we have \$14,905,139 in commercial remodel permit values. Some of the above projects have yet to start construction.

The City has allocated entitlement Community Development Block Grant (CDBG) dollars to the Dakota County Community Development Authority (CDA) to operate a housing rehab program for households below 80% AMI (area median income) for a number of years. This year, the City expanded this effort by allocation of EDA funds toward a pilot housing rehab program for household incomes up to 120% AMI. The Pilot designates a specific neighborhood focus area east of Robert Street and north of Butler. The EDA approved a contract with Neighborworks to administer the program on February 10 and with Community Reinvestment Fund for loan servicing on April 13.

With the pandemic gubernatorial directives, the City has suspended most rental inspections. However, we continue to perform the back office portion of that program with 304 license applications received to date.

Code Enforcement Cases to June 19, 2020

- Nuisance: 225
- Property Maintenance: 37
- Vehicle: 32
- Administrative Citation: 24
- Unlicensed Rental: 13
- Zoning Violation: 4

- Animals: 4
- Hazardous or Vacant Building: 2
- Notices: 1

Grand Total of Cases: 342; of these, 19 citation cases (5.6% of total) were opened

Council has received information regarding the 1455 Bidwell proposal to request City adoption of a Housing Improvement Area (HIA) to conduct HOA repairs on the exterior of their structure. If the project goes forward, it will be in the second half of 2020 most likely.

• **Branding and Identity**

The first half of 2020 required a significant change in day-to-day identity through direct communications. The public expectations of City communications during the pandemic and civil unrest affecting West St. Paul was that of emergency managers. Staff have been working daily between departments and with agencies across Dakota County, the State and Country to ensure the public is receiving relevant and timely information from their local emergency management team. We have received overwhelmingly positive responses from the public regarding communications over the last few months and will continue to serve as a source of emergency information moving forward.

Contributing to our organizational identity is community events and programming. Included are Town Hall forums typically held in February/March. Only the first of four planned events was held this year due to pandemic necessitated cancellations. Similarly, all public safety and recreation programmed events since March have been cancelled, as has the WSP Days Open House, and planned attendance at the west side St. Paul Cinco de Mayo Parade. In absence of in-person events, Staff has gravitated towards virtual interaction, recreation and live meetings and talks as a way to keep the public informed and involved.

Often when one thinks of West St. Paul, Robert Street is part of the vision. In a March 9 workshop discussion, Council consensus included allocating \$20,000 from a contingency budget toward administrative costs of creating a Special Services District for this important commercial area. Further efforts on this project have been delayed due to the strain on the area of the pandemic Gubernatorial ordered closures. Maintenance of Robert Street landscaped islands, on the other hand, have received increased attention with three itinerant staff allocated exclusively to aesthetics of the plantings throughout the summer.

Over the past few years, City Council meetings have been very well attended by interested citizenry. These meetings became virtual for April, May and the first half of June due to the pandemic. However, the City has received accolades for the quality and transparency and interactivity of these meetings. In addition to City Council and Planning Commission Meetings, City Staff has worked with Northern Dakota County Cable Communications Commission (NDC4) to expand the cablecasting as well as live and on demand streaming of West St. Paul meetings to include Environmental Committee, Parks and Recreation Advisory Board and Public Safety Committee

meetings. These additional broadcasts will help the public better understand the processes that take place to reach important decisions and allow those that can't make it to or don't feel safe attending in-person meetings.

In addition to improvements in the functionality of City Hall, aesthetic improvements in public facing areas have been made to create a more inviting and accommodating public building. Additional improvements to the Council Chambers and lobby area are planned for the second half of 2020.

• Diversity and Inclusion

In 2019, the City Council, for the first time, recognized June as LGBTQIA month as part of its inclusion initiative. In 2020, the Council added recognition of February as African American History month and again adopted a resolution recognizing the LGBTQIA community.

Over the past few years, we have had an increased focus on growing applicant diversity for open positions. Diversity within both the applicant pool and in hired positions has improved. In the past eighteen months we hired 16 persons identifying as follows:

Male Caucasian:	44%
Female Caucasian:	19%
Male Asian:	13%
Female Asian:	6%
Female Black:	6%
Male Hispanic:	6%
Female Hispanic:	6%

These hires were from a total applicant pool of 712 persons from which 210 (29%) identified as non-white. At present, our total workforce has 12% of employees identifying as non-white and 29% as female.

To put the above data in perspective, diversity of the West St. Paul community per the American Community Survey, published by the Metropolitan Council for 2018 is as follows:

White:	64.18%
Hispanic:	22.83%
Black:	4.85%
Asian:	4.23%
Multi-Race:	3.47%
American Indian:	0.31%
Other:	0.13%
Total non-white:	35.82%

Through the 2019 Police Chief replacement effort, much was learned from community citizenry and internal Staff on perceived emphasis deficits within the Police Department. The result was approval of a Police Chief/Police Department work plan for 2020, which, among other priorities, emphasizes diversity recruitment efforts, implicit bias and cultural competency capacity building and ensuring that all populations are served.

- **Fiscal Constraints**

2017-18 Council Initiatives included direction to “broadly focus on sustainability, partnerships, and collaboratives” in an effort to leverage scarce resources. This direction was refined for 2019-2020 to “actively pursue all resources to facilitate initiatives in recognition of current fiscal constraints.” Objectives included integration of financial policies, position and plan into budgeting, the CIP/CEP, audit, and decision metrics. Further, to prioritize projects and programs using metrics for leveraged revenue inputs with ongoing focus on legislative funding efforts.

Since adoption of the 2019-20 initiatives, we have gained legislative authorization for a local option sales tax, which was implemented on January 1, 2020. We have re-focused the CIP/CEP (Capital Improvement Plan/Capital Equipment Plan) to take advantage of expected sales tax revenue but also, as noted above, have targeted capital projects first on having funds in hand and/or having approval of leveraged funds before the project is authorized.

At year-end 2016, the City held \$13,662,855 in cash of which \$9,509,818 was outside debt funds (unrestricted) in all governmental and enterprise funds. Total debt at that time was just over \$40 million; projected to grow due to the need for additional Robert Street debt issuance in both 2017 and 2018 plus projects in queue such as Livingston reconstruction and the City portion of County projects such as Wentworth reconstruction.

By year-end 2019, unrestricted cash and debt reserves have grown but so too has outstanding debt, as was anticipated. At year-end 2019, all fund cash is at \$25,212,134 of which \$18,428,665 is unrestricted. Debt at year-end 2019 was at \$57,170,000. With no debt issuance projected in 2020, this outstanding balance will decline to just over \$53 million by year-end 2020. If the City stays on plan, by year-end 2022 outstanding debt should be reduced to about \$47 million. Council will recall that in 2019, S&P guidance included the statement that while financial management plans were acknowledged it was important to demonstrate positive movement toward accomplishment of those plans. 2019YE results with projected 2020 improvements should result in a positive debt rating review when the City enters the market again in 2021.

Expected continued improvements in fiscal condition is challenged in 2020 by expenditure increases and revenue losses associated with the COVID-19 pandemic. However, current projections, while significant, appear manageable. The most significant impacts have resulted from revenue losses at Park facilities being ordered closed by the Governor. Operating costs continue for these facilities absent the coverage from customer receipts. These lost revenues could reach \$200,000 but staff has been working with customers on health and safety plans to allow managed use of the Ice Arena (which has re-opened) and Dome (which is moving toward opening at this time). Additional operating impacts have resulted from demonstrations related to the Minneapolis generated unrest through overtime expenses currently estimated at \$80,000. In response, we have left positions unfilled to reduce operating expenses.

We are closing monitoring sales tax receipts, which are allocated toward roadway construction in 2021. At present, it appears deficits in this revenue could range up to \$200,000. Alternatively, the County is considering changes in their project cost-sharing formula to the benefit of Cities with County roadway projects, including West St. Paul. There likely will be two or three such projects

within West St. Paul within the next five years where this formula change will lessen project costs for our project budgets.

There are a few smaller positive financial impacts occurring in 2020. as well. On February 24, Council approved a contract to provide I&I services to the City of Newport. COVID-19 delayed implementation of this contract, which ultimately will result in revenue offsetting some internal wage expense. On May 11, Council approved a lease amendment with Cingular for antennae at the water tower site, which will net the City about \$6,000 additional annual revenue. In 2020, we have implemented to Solar Gardens and Solar rooftop projects, which will provide revenue to offset a portion of the city's electric bill. To date we have also brought in \$251,826 in building permit and related fees, which is above the pace of the prior year.

On June 30, we submitted the required Department of Revenue document qualifying West St. Paul to allocate up to \$1,586,138 against the Coronavirus Relief Fund created by the State of Minnesota from Federal funding the State had received for State and local COVID expenses.

The 2021 draft CIP/CEP has been updated for Council review during the budget process in August.

• **Housing Stock**

In addition to housing rehab programs noted above, the City has been working on development of new housing units within the community. The Winslow, a 174 unit affordable senior housing project approved in 2019 opened for occupancy in May 2020 on Marthaler Lane. The Suite Living senior assisted living facility at Robert and Butler is expected to start construction during 2020. The KTJ339 154 unit market rate project is due to close on the real estate by September 2020 with completion in 2021. The EDA has received a concept for a 393 unit senior (247 units) and workforce (146 units) housing project at Butler and Robert. The project is proposed as affordable to household income levels of 60% of area median income with rents at 30% of income. Council has also approved a 54-unit CDA affordable housing project at 895 Robert Street. The EDA has granted concept approval of a mixed-use development at Wentworth and Robert with approximately 110 units of market rate housing.

To date we have permitted three new homes with a total permit value of \$894,237. There has also been \$1,905,401 in residential remodel permits.

• **Infrastructure and Public Facilities**

On January 27, 2020, the City closed out the 2014 Robert Street project fund under 2018 adopted Council policy allowing the City to transfer \$763,425 to the 2018A debt fund increasing capitalization of reserves within this Robert Street debt issuance.

On January 13, Council approved plans and specs for the 2020 Street project (which is an overlay of Marie Avenue and reconstruction of an alley). Bids were awarded on March 9, 2020. The Marie Avenue portion of this project has been completed. 2020 has been scheduled as a modest construction year in preparation for the larger 2021-2025 pavement program enhanced by sales tax funding.

Additionally, over 3 miles of streets were seal coated and 14,153 feet of cracks were sealed this year under a multi-city contract administered by Burnsville.

The Public Safety Committee had reviewed a citizen request to amend parking areas on Kathleen Drive. Council approved recommended changes on February 10.

A Joint Powers Agreement (JPA) was approved with Dakota County on March 9 for an overlay project on Mendota Road. This project has been completed. The County is currently constructing an overlay of Delaware Avenue (also as a County project) with an overlay of Wentworth east of Humboldt already completed this year. Other than structure/casting repairs the County provides for all other project costs of these road improvements.

Planning for the 2021 street construction project, which is projected as a \$4.5 million reconstruction of Moreland Avenue started on January 27, 2020 with award of both the engineering and geo technical contracts for the project. On March 9, the appraisals contract for this project was also approved.

In addition to the City Hall remodel project noted above, the City has also needed to make repairs to other City facilities during 2020. The repair of underground piping at the Harmon Park Splash Pad was awarded on January 13 and replacement of the Salt Shed roof at Public Works was awarded on January 27. Both have been completed. Also on January 27, Council approved plans and specs on replacement of emergency exits at the Sports Dome. Bids were awarded on February 24 with the project due to be complete by Labor Day.

Under 2019 adopted Council policy, the lone exception to the “pay-go” approach to infrastructure projects is for replacement of sanitary lift stations and force mains, which are considered critical infrastructure. During 2019 Force Main 1 was replaced. The plan is to replace or rebuild between 2021 and 2024 Lift Stations 1, 2, and 4 and Force Mains 2, 3, 4, and 6. At that point, all of our non-gravity sanitary infrastructure will have been reconstructed within a recent period. On May 26, a consultant contract was approved to design Forcemain and Lift Station #2. The intent is to bid these and Lift Station 1 in December or January 2021.

• **Parks**

On February 24, 2020, the City Council advanced a recommendation from the Environmental Committee, through resolution, to give West St. Paul the Bird City USA designation. This was the first step in the process, which has tentatively been put on hold due to COVID-19. Public meetings will resume when possible to complete the designation process. Similarly, Arbor Day is usually celebrated in early May to maintain the City’s Tree City USA designation, but was canceled. The National Arbor Day Foundation is allowing alternate options this year due to COVID-19. COVID-19 has not stopped the emerald ash borer (EAB) from continuing to attack ash trees in West St. Paul. On May 11, the Council approved a contract with Rainbow Tree Care to continue treatment of public ash trees. This action satisfies the City’s EAB Action Plan.

On April 27, action was taken to follow the Governor’s Executive Order, which included temporarily closing basketball & volleyball courts and playgrounds, and promoting social distancing while using trails and greenspace. By early June, all park amenities were reopened with warnings to play at own risk and reminders to socially distance. Permits have been issued to youth groups to use softball,

baseball and soccer fields. These groups submitted strict “return to play” guidelines, which follow all MDH and CDC requirements. Harmon Park reopened on June 19, with modified hours, to use at own risk, similar to the playgrounds.

On one positive note, the new playground at Marthaler Park was installed in May, nearly completed the complete facelift on the north end of the park. Park improvements also included a new parking lot, storm water treatment ponds, and off-road trails. The basketball and volleyball courts will be resurfaced later in 2020.

With COVID-19 causing so many closures this year, a smaller seasonal maintenance staff was hired for 2020. This crew will keep parks mowed and trimmed, groom ball fields, pick up trash, and work on miscellaneous projects as time permits. The reduced staffing should not affect the quality of care in the parks, it will just decrease the time it takes to complete and will reduce the number of special projects completed this summer.

• **Recreation**

In early March, the City hired a new Recreation Programmer to fill a vacancy from 2019. Later that same month, the pandemic caused the cancellation of virtually all scheduled recreation programs. The incumbent was transferred to Building Inspections to cover the vacant Permit Technician position. With cancellation of all “in person” programs, Staff has provided a number of virtual classes and activities and will be offering modified sports camps, art programs and other classes through independent contractors starting in July. Planned is a virtual Safety Camp for this summer to replace the popular camp usually held in early August.

The Recreation Department planned to expand collaborative programming in 2020. In 2019, the joint program with Mendota Heights called “Tour de Rec” traveled to different parks throughout West St. Paul and Mendota Heights every 2 weeks where youth 6-12 years old were welcomed at a designated park for 1.5 hours of free recreation programming. Staff led the group games, sports, crafts, art and more. This is a free drop-in program with no registration needed. It was a very well received program and Staff planned to run it weekly in 2020, until COVID sidelined those plans. Recreation Staff also planned to expand collaboration with the YMCA to offer free “Fitness in the Park” classes this summer, until COVID. All these collaborations are planned to return in 2021. If allowed at the time, West St. Paul will again collaborate with Mendota Heights and South St. Paul to hold the second annual light up the night “Glow Dash” in September.

The City has recently begun re-opening the Ice Arena and the Sports Dome. Both these facilities were closed on March 17 due to COVID. Both facilities began reopening in June, but only to private groups that submitted and followed strict CDC/MDH guidelines. The West St. Paul pool was supposed to be in its last contract year with the YMCA as the operator in 2020. At this time, it seems the pool may be closed for the summer. Staff will be working with the YMCA on a new contract for future years.

A number of grants and donations have been received in 2020 to help offset costs within the department. These include a \$10,000 art park grant to introduce public art in West St. Paul, donations from the Dakota Electric for youth safety camps, and many volunteer hours to help programs and community events run smoothly.

2020 Council/EDA Actions

January 13

- Contracted for Thompson Oaks Trail Feasibility Study
- Splash Pad Repair Contract
- Approve P&S and order 20-1 Street bids
- B2 overlay District approval
- EDA sale approval of 30 feet of Wentworth Townhome property to County

January 27

- City Hall Change order #1
- Closed out Robert Street Capital Fund
- Consultant contract for 21-1 street project
- Geo Tech contract for 21-1
- JPA for Thompson Traffic Study
- Approve P&S and order Dome Bid
- Salt Shed Roof replacement contract
- Approve 1140 Robert –Wakota Care project

February 10

- African American History Month
- Parking restrictions on Kathleen Drive
- 1st Rdng of Sale of Thompson Oaks to EDA
- EDA approval of Neighborworks contract

February 24

- Bird City Resolution
- I&I Agreement with Newport
- Mental Health Response Pilot MOU with County
- 2nd Rdng Thompson Oaks sale to EDA
- Dome Bid Award

March 9

- Bid Award for Street 20-1
- JPA for Mendota Road with County
- Appraisals for 21-1 project
- 1st Rdng Pawnbrokers and Body Art Ordinances

March 23

- Affirming State of Emergency
- City Hall Change Order #2

- Housing Rehab Loan Servicing Agreement with CRF
- Authorized TAP Grant
- Thompson Oakdale Feasibility Report update (trails)
- 895 Robert CUP site plan and rezone for 54 units
- Net Ministries expansion approval 1st reading
- Final reading Body Art and Tattoo
- Hy-Vee Plat amendment for outlot B

April 13

- Materials testing for 20-1
- Final reading for 895 Robert
- EDA approval of CRF Loan processing

April 27

- COVID Park Modifications
- Authorize Thompson Oaks DEED grant
- Authorize purchase of Outlot B from Hy-Vee
- Final Plat Net Ministries
- EDA approval of Thompson Oaks Phase II agreement

May 11

- Auto Zone Condemnation Stipulation (ends on 6/23)
- Thompson Oaks phase 2 agreement with Oppidan
- Contract for EAB
- Materials testing for Dome
- DBB agreement
- Wireless lease renewal on water tower
- Art Park Agreement
- 1st reading vacation of ROW for Net Ministries
- FoodSmith Exterior Grant EDA approval

May 26

- LGBTQIA Resolution
- City Hall Change Order #3
- Renew Driver Diversion Program
- Consultant contract for forcemain and lift station #2
- Contract revision for Marie/Oakdale Trail project
- Site Plan for 1665 Oakdale
- Final Rdng Vacation of ROW for Net Ministries
- Outdoor Business Expansion COVID

June 8

- Temp Easement for CUB parcel construction
- Accept Thompson Oakdale Trail Study report/options/cost estimates
- Direct PS Comm. On Use of Force policy

June 22

- Change Orders for Marie/Oakdale Trail, 2020 Street Project, and Dome Stairs project
- Directed LGBTQIA Flag flying for 10 days
- Accepted 2019 Audit

West St Paul Sales Tax Eligible Road Segments

To fund City costs for reconstruction or major maintenance of the following roadway segments including underground infrastructure

US/State Jurisdiction

US Hwy 52; Lafayette Freeway between Inver Grove Heights and St. Paul

State Hwy 3; Robert Street between Inver Grove Heights and St. Paul

State Hwy 13; Annapolis from Smith Avenue to Mendota Heights

State Hwy 149; Smith Avenue north of Bernard to St. Paul and Dodd Road South of Bernard to Mendota Heights

County Jurisdiction (scheduled)

CR 4; (Butler) from Delaware to South St. Paul

CR 6; (Thompson) from Robert to South St. Paul

CSAH 8; (Wentworth) from Mendota Heights to South St. Paul

CSAH 63; (Delaware) from MN 149 to Inver Grove Heights

CSAH 73; (Oakdale) from Annapolis to Inver Grove Heights

West St. Paul Municipal State Aid Roadway Sections (scheduled)

Moreland; from Smith to Robert

Annapolis; from Smith to Waterloo

Emerson; from Charlton to Robert

Lothenbach; from Robert to Oakdale

Moreland; from Robert to Oakdale

Dodd; from Bernard to St. Paul

Bernard; from Charlton to Oakdale

Stryker; from Butler to Annapolis

Thompson; from Delaware to Bidwell

Smith; from Bernard to Wentworth

Mendota Road; from Hwy 62 to South St. Paul

Bidwell; from Thompson to Emerson

Charlton; from Hwy 62 to Annapolis

Marie; from Delaware to eastern terminus

Livingston; from Marie to Mendota Road

Non MSA Critical Infrastructure

Moreland; from Delaware to Smith

Crusader; from Bidwell to Robert

Emerson from Delaware to Charlton

Bernard; from Stryker to Waterloo

Haskell; from Charlton to Waterloo

Logan; from Bidwell to Oakdale

Stryker, from Imperial to Bernard

Mendota Road; from Delaware to Charlton

Livingston; Marie to Wentworth

Sidewalk and Trail Cost Projections on Street Projects

Year	Project	Total Sdw Local Cost	From Sdw Fund			Revenue to Date
2021	Moreland	160,000	160,000	\$160,000		\$500,000
2022	Crusader	350,000	350,000	\$510,000		1,000,000
	Bidwell	220,000	220,000	\$730,000	Safe Routes Grant	incl
2023	Annapolis	700,000	0	\$730,000	replacement sdw assessed	\$1,500,000
	Thompson	300,000	100,000	\$830,000	Abatement allocation	incl
	Oakdale	410,000	410,000	\$1,240,000	Multi-use Trail Grant	incl
2024	Annapolis	400,000	400,000	\$1,640,000	partial sdw gap	\$2,000,000
2025	Delaware	300,000	300,000	\$1,940,000	County led	\$2,500,000
2026	Emerson	1,500,000	1,500,000	\$3,440,000		\$3,000,000
2027				\$3,440,000		\$3,500,000
2028	Lothenbach	420,000	420,000	\$3,860,000		\$4,000,000
2029-2030	Dodd/Smith	135,000	135,000	\$3,995,000		\$4,500,000
2029-2030	Sperl to 52	150,000	150,000	\$4,145,000		incl
2029-2030	Mendota Rd	200,000	200,000	\$4,345,000	County Trail Gap	incl
2029-2030	Butler	200,000	200,000	\$4,545,000		incl
2030						\$5,000,000
		5,445,000	4,545,000			



City Council Report

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Char Stark, Finance Director**
Date: **October 12, 2020**

List of Claims

BACKGROUND INFORMATION:

Invoices to be paid

FISCAL IMPACT:

\$1,205,385.72

STAFF RECOMMENDATION:

Approve payment of the attached

CITY OF WEST ST PAUL

Summary of List of Claims

Council Meeting of October 12, 2020

PAYROLL CHECK REGISTER:

Payroll Period	9/21/20 - 10/04/20	
Date Paid	10/9/2020	
Direct Deposit		\$167,425.09

Payroll Period
Date Paid
Direct Deposit

TOTAL NET PAYROLL

\$167,425.09

DISBURSEMENT CHECK REGISTER:

Checks	133192 - 133279	\$1,012,638.61
EFTS	1013 - 1022	\$25,322.02

TOTAL DISBURSEMENT CHECKS

\$1,037,960.63

TOTAL PAYROLL, DISBURSEMENTS, ACH AND WIRE TRANSFERS

\$1,205,385.72

Payment Register

From Payment Date: 9/30/2020 - To Payment Date: 10/12/2020

Number	Date	Payee Name	Transaction Amount
AP-1 - Accounts Payable			
<u>Check</u>			
133196	10/09/2020	ALL PRO LAWN CARE & SNOW REMOVAL	\$275.00
133197	10/09/2020	ASPEN EQUIPMENT COMPANY	\$5,983.00
133198	10/09/2020	B T DESIGN	\$928.00
133199	10/09/2020	BCA CJTE	\$1,110.00
133200	10/09/2020	BECKER ARENA PRODUCTS INC	\$668.86
133201	10/09/2020	BK TRAINING	\$3,100.00
133202	10/09/2020	BOLAND, GERRY	\$1,850.25
133203	10/09/2020	BOYER FORD TRUCKS INC	\$146.84
133204	10/09/2020	BRENDA LUHMAN COMMUNITY SOLAR LLC	\$1,393.87
133205	10/09/2020	CARGILL INCORPORATED	\$9,038.33
133206	10/09/2020	CARLIN SALES CORPORATION	\$1,385.46
133207	10/09/2020	CENTURYLINK	\$240.81
133208	10/09/2020	CINTAS CORPORATION	\$168.36
133209	10/09/2020	COMMERCIAL ASPHALT COMPANY	\$24,303.01
133210	10/09/2020	CRAWFORD DOOR SALES	\$148.75
133211	10/09/2020	CUSTARD, MELLISSA	\$1,065.00
133212	10/09/2020	DAKOTA COMMUNICATIONS CENTER	\$52,283.00
133213	10/09/2020	DG CENTRAL 1, LLC	\$1,968.02
133214	10/09/2020	DOMAIN LISTINGS	\$228.00
133215	10/09/2020	DVS RENEWAL	\$14.25
133216	10/09/2020	ENERGY SALES INC	\$150.73
133217	10/09/2020	ESS BROTHERS & SONS INC	\$1,758.00
133218	10/09/2020	FACTORY MOTOR PARTS	\$494.96
133219	10/09/2020	FILTRATION SYSTEMS INC	\$107.74
133220	10/09/2020	GALLS INC	\$352.88
133221	10/09/2020	GAME TIME	\$1,495.50
133222	10/09/2020	GERTENS GREENHOUSE	\$53.00
133223	10/09/2020	GOODPOINT TECHNOLOGY	\$400.00
133224	10/09/2020	GOPHER STATE ONE-CALL	\$319.95
133225	10/09/2020	GUARDIAN SUPPLY LLC	\$787.86
133226	10/09/2020	HARRIS ST PAUL, INC	\$960.00
133227	10/09/2020	HIRSHFIELDS	\$134.82
133228	10/09/2020	HOLIDAY STATION STORES	\$75.50
133229	10/09/2020	HUEBSCH	\$207.56
133230	10/09/2020	INVER GROVE FORD	\$449.32
133231	10/09/2020	KISS'S COLLISION CENTER	\$1,095.65
133232	10/09/2020	KREMER SERVICES, LLC	\$150.50
133233	10/09/2020	LAWSON PRODUCTS INC	\$209.11
133234	10/09/2020	LOGIS	\$3,515.00
133235	10/09/2020	M T I DISTRIBUTING	\$286.07
133236	10/09/2020	MACQUEEN EQUIPMENT INC	\$820.21
133237	10/09/2020	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	\$8,924.05

Payment Register

From Payment Date: 9/30/2020 - To Payment Date: 10/12/2020

133238	10/09/2020	MCDONOUGH'S SEWER SERVICE INC	\$454.25
133239	10/09/2020	MENARDS	\$797.56
133240	10/09/2020	METROPOLITAN COUNCIL	\$7,380.45
133241	10/09/2020	MID-NORTHERN SERVICES	\$5,080.28
133242	10/09/2020	MIDWEST AQUA CARE INC	\$3,757.50
133243	10/09/2020	MN CHIEFS OF POLICE ASSOCIATIO	\$500.00
133244	10/09/2020	MN DEPT OF HEALTH	\$23.00
133245	10/09/2020	MN DEPT-EMPL & ECON DEV	\$6,850.00
133246	10/09/2020	MN GLOVE	\$24.99
133247	10/09/2020	MN LOCKS	\$387.84
133248	10/09/2020	MY ALARM CENTER	\$125.40
133249	10/09/2020	NAPA AUTO PARTS	\$192.62
133250	10/09/2020	NORTHLAND LINING INC	\$5,880.00
133251	10/09/2020	OFFICE DEPOT	\$25.00
133252	10/09/2020	ORKIN COMMERCIAL SERVICES	\$127.79
133253	10/09/2020	PARKOS CONSTRUCTION CO INC	\$495.00
133254	10/09/2020	PATRICK MILLER CONSTRUCTION INC	\$76.00
133255	10/09/2020	RJTHOMAS MFG. CO., INC	\$3,000.00
133256	10/09/2020	SAFETY KLEEN CORPORATION	\$198.99
133257	10/09/2020	SAM'S CLUB DIRECT	\$331.73
133258	10/09/2020	SFDMG, LLC	\$6,122.74
133259	10/09/2020	SHERWIN WILLIAMS	\$86.03
133260	10/09/2020	SKB ENVIRONMENTAL	\$1,098.61
133261	10/09/2020	SOUTH EAST UMPIRES	\$619.50
133262	10/09/2020	SOUTH METRO FIRE DEPT	\$815,311.03
133263	10/09/2020	ST PAUL/CITY OF	\$4,683.60
133264	10/09/2020	STAPLES ADVANTAGE	\$6.16
133265	10/09/2020	STEPHENSON, HAILEY	\$934.50
133266	10/09/2020	STERNBERG LANTERNS, INC	\$6,147.00
133267	10/09/2020	STREICHER'S	\$1,722.64
133268	10/09/2020	SUNBELT RENTALS, INC	\$735.42
133269	10/09/2020	TKDA	\$1,853.51
133270	10/09/2020	TRI STATE BOBCAT INC	\$2,839.00
133271	10/09/2020	TWIN CITY JANITOR SUPPLY	\$1,286.47
133272	10/09/2020	TWIST OFFICE PRODUCTS	\$133.90
133273	10/09/2020	ULINE SHIPPING SUPPLIES	\$263.30
133274	10/09/2020	UPS STORE	\$11.61
133275	10/09/2020	WALTER, BRIAN	\$1,312.50
133276	10/09/2020	WITUCKI, DANIEL	\$589.48
133277	10/09/2020	WSB & ASSOCIATES	\$1,178.75
133278	10/09/2020	XCEL ENERGY	\$940.44
133279	10/09/2020	ZIEGLER INC	\$6.80

Type Check Totals:

\$1,012,638.61

EFT

1013	09/30/2020	OLD NATIONAL BANK	\$161.16
1014	09/30/2020	NEOPOST - ADVANCE	\$1,500.00

Payment Register

From Payment Date: 9/30/2020 - To Payment Date: 10/12/2020

1015	09/30/2020	FURTHER	\$6,233.33
1016	09/30/2020	I C M A	\$250.00
1017	09/30/2020	I C M A RETIREMENT TRUST - ROTH	\$397.00
1018	09/30/2020	I C M A RETIREMENT TRUST-457	\$7,400.01
1019	09/30/2020	MII LIFE --- VEBA	\$2,914.02
1020	09/30/2020	MSRS - 457	\$2,704.76
1021	09/30/2020	MSRS HCSP	\$3,558.66
1022	09/30/2020	PUBLIC EMPLOYEES RETIRMNT ASSN	\$203.08
Type EFT Totals:			<u>\$25,322.02</u>

TOTAL CHECKS & EFTS

\$1,037,960.63

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Char Stark, Finance Director**
Date: **October 12, 2020**

Budget Adjustment – City Hall Maintenance

BACKGROUND INFORMATION:

The HVAC systems on the roof of the fire building at the West St. Paul facility. A quote of \$20,200 has been received to replace three roof top units. The City Hall Building department had an open position from Jan-May. The savings from that open position will cover this expense for the three roof top units.

The I-Wave-C Aire purifier will be covered under the CARES grant money the City received due to COVID-19.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approval of the budget adjustment.

ATTACHMENT:

Quote for the rooftop units.

A
R
I
Mechanical Services, Inc.

9201 EAST BLOOMINGTON FREEWAY • SUITE A • BLOOMINGTON, MN 55420 • 952/884-7140 • FAX: 952/884-7143

October 5, 2020

Sent Via E-Mail
dschilling@wspmn.gov

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

Attn: Dennis Schilling

Re: Carrier Roof Top Unit Replacement - Revised

Dear Dennis:

ARI Mechanical Services, Inc. proposes to furnish and install one (1) 3-ton and two (2) 4-ton Carrier roof top units to replace the existing roof top units with bad heat exchangers, for a price of \$20,200.00 (Twenty Thousand Two Hundred and no/100 Dollars)

Included in this quote:

- A) One (1) 3-ton Carrier RTU with gas heat
- B) Two (2) 4-ton Carrier RTU with gas heat
- C) Two (2) low leak economizers
- D) Crane
- E) Start up and first year warranty service
- F) Demo and disposal of old units

Not included in this quote:

- A) Electrical
- B) Overtime hours
- C) Roofing or roof screening

Note: To install an I-Wave-C Aire purifier on one of these units, add \$1,500.00 (One Thousand Five Hundred and no/100) per unit

Please feel free to call me if you have any questions.

Thank you,

ARI MECHANICAL SERVICES, INC.


Chuck Brown
CB:hs

ACCEPTED BY: _____

Date: _____

REPRESENTING . . . QUALITY HEATING • VENTILATING • AIR CONDITIONING • FILTERING EQUIPMENT

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Char Stark, Finance Director**
Date: **October 12, 2020**

Acceptance of CARES ACT Financial Report for September

BACKGROUND INFORMATION:

A monthly reporting of expenditures eligible for funding under the CARES ACT is a requirement of the CARES funding through the State of Minnesota from the Federal government. This report is a financial report for the month of September. This report is the third financial report for the City of West St. Paul.

Expenditures include Administrative payroll costs for employees who are meeting to discuss the pandemic's impact on the City's operations. Emergency sick and Extended FMLA costs for employees who are self-quarantining or are quarantined due to being sick with the COVID 19 virus. Computer equipment to assist employees working from home. Police staff payroll at 50% and 25% of PPE costs.

FISCAL IMPACT:

		Amount
Fund:		\$153,436 – September
Department:		
Account:		Total \$1,244,743.27

STAFF RECOMMENDATION:

Approval of the CARES ACT Financial Report for September.

ATTACHMENT:

Financial Report for September

Facilitating Distance Learning		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Food Programs		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Housing Support		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Improve Telework Capabilities of Public Employees	Computer equipment to have employees work from home. Equipment to conduct virtual council meetings, department staff meetings.	26424.59	371.36	1316.95	24736.28	0.00	0.00	0.00
Medical Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nursing Home Assistance		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll for Public Health and Safety Employees	50% of Police staff payroll	1104398.53	863367.58	123033.98	117996.97	0.00	0.00	0.00
Personal Protective Equipment	Masks, gloves, gowns. (25%)	2021.01	1667.04	162.72	191.25	0.00	0.00	0.00
Public Health Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Small Business Assistance		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unemployment Benefits		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Workers' Compensation		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Items Not Listed Above - to include other eligible expenses that are not captured in the available expenditure categories		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Spent		1244743.27	957119.64	134187.63	153436.00	0.00	0.00	0.00

Cities and Towns	
Enter the Amount of unspent funds distributed to home county	0.00
Enter the name of the home county	
Enter the date funds were returned	

Cities and Towns in Hennepin and Ramsey Counties	
Enter the amount of unspent funds granted to hospitals	0.00
Enter the name(s) of hospitals receiving grants of unspent funds	

Counties	
Enter the amount of unspent funds received from cities and towns	0.00
Enter the amount of unspent funds returned to the State of Minnesota	0.00
Enter the date unspent funds were returned to the State of Minnesota	

	Total	July, 2020	August, 2020	September, 2020	October, 2020	November, 2020	December, 2020
Enter the amount distributed to cities and towns with a population under 200	0.00	0.00	0.00	0.00	0.00	0.00	0.00

CRF Fund Spending Confirmations

Use the dropdown menu to place an "X" in the cell B78 to confirm that your CRF funding request meets federal guidance:

(1) as a necessary expenditure to respond to the COVID-19 public health emergency,
(2) is not accounted for in the current budget,
(3) expenses were incurred during the covered period. See box C18 for explanation, and
(4) does not include any ineligible expenses as defined in federal guidance.

To: **Mayor and City Council**
 From: **Ryan Schroeder, City Manager**
 Date: **October 12, 2020**

Support of the Draft County 2021-2025 CIP

BACKGROUND INFORMATION:

Each year at this time, the County requests municipal support of its draft Capital Improvements Program (CIP) prior to final adoption by the County Board. Enclosed for Council consideration is a proposed resolution of support.

Please note, as was the case in 2019, this resolution supports both projects contained within the County CIP and supports inclusion of additional projects. Please also note the following:

- Support of the \$1,760,000 Thompson wetland reclamation project includes the allocation of \$580,000 from the West St. Paul Storm Water fund (or tax abatement dollars) toward completion of this project. It also allocates \$880,000 of County Legacy funding, given that efforts to acquire State Deed funding to date have not been successful.
- The resolution addresses the proposed County turnback of County Road 6 (Thompson) including support of further discussions regarding that proposed jurisdictional transfer.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

By motion, adoption of the enclosed resolution lending support to the Dakota County 2021-2025 CIP.

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DRAFT

2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
2021 Section															
PRESERVATION:															
				(Wheelage Tax \$ & Gravel Tax \$)		7,710,000	-	-	-	6,560,000	1,150,000	-	-	Transportation Fund	Dakota County
				(CR's 83, 94 & possibly 73)		620,000	-	-	-	-	620,000	-	-	Transportation Fund	Dakota County
				Spot Locations		50,000	-	-	-	-	50,000	-	-	Transportation Fund	Dakota County
				Durable Pavement Markings		350,000	-	-	-	300,000	50,000	-	-	Transportation Fund	Dakota County
						1,100,000	-	-	-	-	1,100,000	-	-	Transportation Fund	
						330,000	-	-	-	230,000	100,000	-	-	Transportation Fund	
						400,000	80,000	-	-	-	320,000	-	-	Transportation Fund	
						-	-	-	-	-	-	-	-	-	-
				2021 Sales and Use Tax Preservation SubTotal:		-	-	-	-	-	-	-	-	-	-
				2021 Transportation Preservation SubTotal:		10,560,000	80,000	-	-	7,090,000	3,390,000	-	-	-	-
				2021 Preservation Total		10,560,000	80,000	-	-	7,090,000	3,390,000	-	-	-	-
MANAGEMENT:															
T09062	9-62	CSAH 9	At 210th Street (1 of 2), L'ville Lead only Co S	ROW Acquisition Roundabout	Lakeville	104,000	-	-	-	-	104,000	-	-	Transportation Fund	Lakeville
T30039	30-39	CSAH 30	CSAH 43 (Lexington) to Trenton Rd	ROW Acquisition/Construction	Egan	5,820,000	400,000	-	4,620,000	400,000	400,000	-	-	Transportation Fund	Dakota County
T32091	32-91	CSAH 32	DuPont Ave to I-35 (B'ville lead only Co S shown)	ROW Acquisition Roundabout	Burnsville	1,050,000	-	-	-	1,050,000	-	-	-	Transportation Fund	Burnsville
T32093	32-93	CSAH 32	At Thomas Center/Beacon Hill (access rev.)	ROW Acquisition (TBD Study Rec)	Egan	200,000	100,000	-	-	100,000	-	-	-	Transportation Fund	Dakota County
T33015	33-15	CSAH 33	At 140th St/Connemara Trail Roundabout	ROW Acquisition Roundabout	Apple Valley, Rosemount	350,000	157,500	-	-	172,500	20,000	-	-	Transportation Fund	Dakota County
T38060	38-60	CSAH 38	Evereth Path to Diamond Path/126th (1 of 2)	Construction Median Modifications	Apple Valley	150,000	-	-	-	-	150,000	-	-	Transportation Fund	Dakota County
T47045	47-45	CSAH 47	At CSAH 85 (Goodwin Ave)	ROW Acquisition	Vermillion Township	450,000	-	-	-	450,000	-	-	-	Transportation Fund	Dakota County
T66018	66-18	CSAH 66	At TH 3 (Only Co S shown, MnDOT lead)	Construct Roundabout (MnDOT)	Farmington, Empire Twp	1,480,000	-	-	-	1,440,000	40,000	-	-	Transportation Fund	MnDOT
T66018	xx-xx	Trails	Bike, Ped, Transit, Trail Gap Set Aside	To Be Determined	To Be Determined	-	-	-	-	-	-	-	-	Transportation Fund	
T56012	56-12	"new"CSAH 56	Concord Turnback Pass-Thru MnDOT/SSP	(County S for Construct by SSP)	South St Paul	4,320,000	-	-	4,320,000	-	-	-	-	Transportation Fund	Pass Through \$
	xx-xx	Trails	Trail Gap Set Aside (TBD)	Design/ROW/Construct Trail Gaps	To Be Determined	700,000	105,000	-	-	-	595,000	-	-	Transportation Fund	TBD
			Jurisdictional Classification			-	-	-	-	-	-	-	-	Transportation Fund	Dakota County
			ROW Preservation & Management			500,000	225,000	-	-	-	275,000	-	-	Transportation Fund	Dakota County
			Safety & Management			1,500,000	-	-	-	500,000	1,000,000	-	-	Transportation Fund	Dakota County
			Signal Projects	Signal Revisions/Communications		300,000	150,000	-	-	150,000	-	-	-	Transportation Fund	Dakota County
NEW		Roberts Trail 5 (TH 3)	CSAH 42 and I-494	Scoping/Preliminary Engineering	Egan, Rosemount, IGH	300,000	-	-	150,000	-	-	150,000	-	Sales and Use Tax Fund	Dakota County
NEW		TH 316	TH 61 to Tuttle Drive	Roadway Construction	Hastings	1,100,000	-	-	-	-	-	1,100,000	-	Sales and Use Tax Fund	MnDOT
NEW	42-156	CSAH 42 at CR 73 (Akron Ave)	Intersection improvements at CSAH 42 & CR 73	Construction	Rosemount	2,700,000	750,000	-	-	-	-	1,950,000	-	Sales and Use Tax Fund	Dakota County
ST00010	99-012	CSAH 23	At 140th Street	Design	Apple Valley	700,000	105,000	-	-	-	-	595,000	-	Sales and Use Tax Fund	Dakota County
NEW	42-144	CSAH 42	W. Dakota County Line to TH 52	Design	Burnsville, AV, RSMT	730,000	248,000	-	-	-	-	482,000	-	Sales and Use Tax Fund	Dakota County
NEW			Reimburse Parks CIP MN River Greenway FT Snelling	Construction	Egan	1,000,000	-	-	-	-	-	1,000,000	-	Sales and Use Tax Fund	Dakota County
						6,530,000	1,103,000	-	150,000	-	-	5,277,000	-	-	-
				2021 Transportation Management SubTotal:		16,924,000	1,137,500	-	8,940,000	4,262,500	2,584,000	-	-	-	-
				2021 Management Total		23,454,000	2,240,500	-	9,090,000	4,262,500	2,584,000	5,277,000	-	-	-
REPLACEMENT & MODERNIZATION:															
T78012	78-12	CSAH 78	CSAH 79 (Blaine) to CSAH 47, includes Replace Bridge L3166 (Chesley Tr)	Construction, bit over to 50 & Replace Bridge L3166 (Chesley Trail)	Castle Rock Twp, Hampton	4,900,000	-	-	150,000	4,701,000	49,000	-	-	Transportation Fund	Dakota County
T88020	88-20	CSAH 88	West of Finch Ct to TH 52 (split into Ph 1 & 2)	Construction - Phase 1	Randolph Township	6,100,000	-	-	-	-	6,100,000	-	-	Transportation Fund	Dakota County
T96007	96-07	CR 96	W Dak Co line to CSAH 23 (Rice Co S80K)	ROW Acq (Wheelage S, less Rice Co)	Greenvale Twp	1,632,400	-	-	-	-	1,632,400	-	-	Transportation Fund	Dakota County
T80021	80-21	CSAH 80	Replace Bridge L3164, CSAH 80 (255th St)	Replace Bridge L3164	Castle Rock Twp	300,000	-	-	150,000	150,000	-	-	-	Transportation Fund	Dakota County
			Traffic Signal Replacement	Replace/New/Geometrics		1,000,000	475,000	-	-	525,000	-	-	-	Transportation Fund	Dakota County
NEW	86-34	CSAH 86 (280th St)	East of CSAH 23 (Foliage Avenue) to Trunk Highway 3	Construction	Castle Rock, Eureka, Greenvale and Waterford	11,000,000	-	4,200,000	-	-	-	6,800,000	-	Sales and Use Tax Fund	Dakota County
						11,000,000	-	4,200,000	-	-	-	6,800,000	-	-	-
				2021 Sales and Use Tax Replacement & Modernization SubTotal:		13,932,400	475,000	-	300,000	5,376,000	7,781,400	-	-	-	-
				2021 Replacement & Modernization Total		24,932,400	475,000	4,200,000	300,000	5,376,000	7,781,400	6,800,000	-	-	-
EXPANSION:															
T26054	26-54	CSAH 26	TH 55 to TH 3 (SP 019-626-026)	Construction	Egan, Inver Grove Heights	16,500,000	5,255,000	7,000,000	-	4,080,000	165,000	-	-	Transportation Fund	Dakota County
T97206	97-206	New CR 60	New 185: Highview to Hamburg (Only Co S)	Design/ROW Acq/Construction	Lakeville	716,000	-	-	-	-	716,000	-	-	Transportation Fund	Lakeville
T63027	63-27	New CR 63	CSAH 28 (Amana Tr) to N new alignment	Construction	Inver Grove Heights	8,340,000	1,806,000	-	-	2,967,000	903,613	-	2,663,387	Transportation Fund	Dakota County
ST00011	99-013	CSAH 46	TH 3 to TH 52	Design	Rosemount, Empire	1,600,000	144,000	-	-	-	-	1,456,000	-	Sales and Use Tax Fund	Dakota County
NEW	99-017	CSAH 70	CSAH 9 (Dodd Boulevard) to Humboldt Court	Construction	Lakeville	1,125,000	-	-	-	-	-	1,125,000	-	Sales and Use Tax Fund	Dakota County
						2,725,000	144,000	-	-	-	-	2,581,000	-	-	-
				2021 Sales and Use Tax Expansion SubTotal:		25,556,000	7,061,000	7,000,000	-	7,047,000	1,784,613	-	2,663,387	-	-
				2021 Expansion Total		28,281,000	7,205,000	7,000,000	-	7,047,000	1,784,613	2,581,000	2,663,387	-	-

2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
RESOURCES:															
T09062	9-62	CSAH 9		At 210th Street (2 of 2), L'ville Lead only Co S	Lakeville	61,000	-	-	-	-	61,000	-	-	Transportation Fund	Lakeville
T28044	28-44	CSAH 28		At Elrene Rd, at Mike Collins Dr	Eagan	40,000	18,000	-	-	22,000	-	-	-	Transportation Fund	Dakota County
T38058	38-58	CSAH 38		CSAH 5 to CSAH 31 (Pilot Knob)	Apple Valley, Burnsville	200,000	90,000	-	-	110,000	-	-	-	Transportation Fund	Dakota County
T38060	38-60	CSAH 38		Eveleth Path to Diamond Path/126th (2 of 2)	Apple Valley	40,000	-	-	-	-	40,000	-	-	Transportation Fund	Dakota County
T38061	38-61	CSAH 38		CSAH 5 to east of Burnhaven	Burnsville	50,000	-	-	-	27,500	-	-	-	Transportation Fund	Dakota County
T46058	46-58	CSAH 46		At CSAH 33 (Diamond Path)	AV, LV, RSMT & Empire Twp	160,000	-	-	-	-	160,000	-	-	Transportation Fund	Dakota County
T59005	59-05	CR 59		TH 19 to CSAH 47 (Northfield Blvd)	Sciota Township	100,000	-	-	-	-	100,000	-	-	Transportation Fund	Dakota County
T81014	81-14	"New" 81		CSAH 66 (200th St) to CSAH 46/48	Empire/Vermillion Twp	1,200,000	-	-	-	-	1,200,000	-	-	Transportation Fund	Dakota County
T83010	83-10	CR 83		CSAH 88 (292nd St) to Cannon River	Randolph City/Twp	53,000	-	-	-	-	53,000	-	-	Transportation Fund	Dakota County
T88023	88-23	CSAH 88		CR 94 (Cooper Ave) to TH 56	City of Randolph	272,200	-	-	-	272,200	-	-	-	Transportation Fund	Dakota County
T97xxx	97-xx	Various		Retaining Wall	Burnsville, Apple Valley	150,000	-	-	-	-	150,000	-	-	Transportation Fund	Dakota County
				Attorney Reimbursement		251,842	-	-	-	-	251,842	-	-	Transportation Fund	Dakota County
				CIP Reimbursement to Operations	(Wheelage Tax \$ @\$275K)	4,692,210	576,846	-	-	2,476,977	1,638,387	-	-	Transportation Fund	Dakota County
				Future Studies/Professional Services		400,000	60,000	-	-	-	340,000	-	-	Transportation Fund	Dakota County
				Township Road Distribution		20,900	-	-	-	-	20,900	-	-	Transportation Fund	Dakota County
				Consultant Communication Service	(only list in 2021)	150,000	-	-	-	-	150,000	-	-	Transportation Fund	Dakota County
				Consultant Construction Administration		600,000	-	-	-	300,000	300,000	-	-	Transportation Fund	Dakota County
ST00009				Reimburse Transit Operations		1,121,112	-	-	-	-	-	1,121,112	-	Sales and Use Tax Fund	
2021 Sales and Use Tax Resources SubTotal:						1,121,112	-	-	-	-	-	1,121,112	-		
2021 Transportation Resources SubTotal:						8,441,152	767,346	-	-	3,208,677	4,465,129	-	-		
2021 Resources Total						9,562,264	767,346	-	-	3,208,677	4,465,129	1,121,112	-		
TRANSIT:															
ST00003		Various	Various	Bus Shelter Pad Construction	TBD	50,000	-	-	-	-	-	50,000	-	Sales and Use Tax Fund	Dakota County/MVTA
ST00005				Transit Service Expansion Set Aside	Various/TBD	213,000	-	-	-	-	-	213,000	-	Sales and Use Tax Fund	Dakota County
NEW	NEW	Burnsville Transit Station		Transit - Construction	Burnsville	82,000	-	-	-	-	-	82,000	-	Sales and Use Tax Fund	MVTA
NEW	NEW	Eagan Transit Station		Transit - Construction	Eagan	55,000	-	-	-	-	-	55,000	-	Sales and Use Tax Fund	MVTA
2021 Sales and Use Tax Transit SubTotal:						400,000	-	-	-	-	-	400,000	-		
2021 Transportation Transit SubTotal:						-	-	-	-	-	-	-	-		
2021 Transit Total						400,000	-	-	-	-	-	400,000	-		
2021 Sales and Use Tax SubTotal:						21,776,112	1,247,000	4,200,000	150,000	-	-	16,179,112	-		
2021 Transportation SubTotal:						75,413,552	9,520,846	7,000,000	9,240,000	26,984,177	20,005,142	-	2,663,387		
2021 Grand Total						97,189,664	10,767,846	11,200,000	9,390,000	26,984,177	20,005,142	16,179,112	2,663,387		

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2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency	
2022 Section																
PRESERVATION:																
				Highway Surface - Bituminous	(Wheelage Tax \$ & Gravel Tax \$)	7,710,000	-	-	-	6,560,000	1,150,000	-	-	Transportation Fund	Dakota County	
				Highway Surface - Gravel	Liquid Chloride Application Only	350,000	-	-	-	-	350,000	-	-	Transportation Fund	Dakota County	
				Highway Surface - Gravel Repairs	Spot Locations	50,000	-	-	-	-	50,000	-	-	Transportation Fund	Dakota County	
				Traffic Safety & Operation	Durable Pavement Markings	350,000	-	-	-	300,000	50,000	-	-	Transportation Fund	Dakota County	
				Pedestrian & Bicycle Facilities		1,100,000	-	-	-	-	1,100,000	-	-	Transportation Fund	Dakota County	
				Retaining Wall Maintenance		330,000	-	-	-	230,000	100,000	-	-	Transportation Fund	Dakota County	
				Storm Sewer Maintenance		400,000	80,000	-	-	-	320,000	-	-	Transportation Fund	Dakota County	
2022 Sales and Use Tax Preservation SubTotal:						-	-	-	-	-	-	-	-	-	-	
2022 Transportation Preservation SubTotal:						10,290,000	80,000	-	-	7,090,000	3,120,000	-	-	-	-	-
2022 Preservation Total						10,290,000	80,000	-	-	7,090,000	3,120,000	-	-	-	-	-
MANAGEMENT:																
T09056	9-56	CSAH 9		Hayes to CSAH 31 (Pilot Knob)	Construction	8,000,000	1,600,000	-	-	3,200,000	3,200,000	-	-	Transportation Fund	Dakota County	
T09062	9-62	CSAH 9		At 210th Street, L'ville Lead only Co 5 shown	Construct Roundabout	1,182,500	-	-	-	-	1,182,500	-	-	Transportation Fund	Dakota County	
T23081	23-81	CSAH 23		240th St to 280th St Rt Turnlane/Bypass	ROW Acq/Construct RT LT/ Bypass	1,050,000	-	-	-	1,000,000	50,000	-	-	Transportation Fund	Dakota County	
T26063	26-63	CSAH 26		At TH 13 (CSAH 26 + Park's Ent \$150K)	Signal/Intersect Const (MnDOT lead)	232,500	-	-	-	82,500	150,000	-	-	Transportation Fund	Dakota County	
T28044	28-44	CSAH 28		At Elrene Rd, at Mike Collins Dr	ROW Acquisition	400,000	180,000	-	-	220,000	-	-	-	Transportation Fund	Dakota County	
T28062	28-62	CSAH 28		W of TH 149 (Dodd)Progressive RR x-ing	Install Gates & Flashing Lights 19-00151	230,000	-	-	207,000	-	23,000	-	-	Transportation Fund	Dakota County	
T31079	31-79	CSAH 31		At CSAH 32 Signal Rep-LT Turn lane extensions	Construction	750,000	40,000	-	-	710,000	-	-	-	Transportation Fund	Dakota County	
T32091	32-91	CSAH 32		DuPont Ave to I-35 (B'ville lead only Co 5 shown)	Construct Roundabout	802,000	-	-	-	782,000	20,000	-	-	Transportation Fund	Dakota County	
T32093	32-93	CSAH 32		At Thomas Center/Beacon Hill (access rev.) At Thomas Lake/Stone Cliff Rd (signal)	Construction (TBD Study Rec)	750,000	225,000	-	-	525,000	-	-	-	Transportation Fund	Dakota County	
T38058	38-58	CSAH 38		CSAH 5 to CSAH 31 (Pilot Knob)	Construct ATMS	1,800,000	162,000	1,440,000	-	-	178,000	20,000	-	Transportation Fund	Dakota County	
T46058	46-58	CSAH 46		At CSAH 33 (Diamond Path)	Intersection Modifications/U-Turn	600,000	-	-	-	-	600,000	-	-	Transportation Fund	Dakota County	
T47045	47-45	CSAH 47		At CSAH 85 (Goodwin Ave)	Construction	2,000,000	-	-	-	1,980,000	20,000	-	-	Transportation Fund	Dakota County	
T83010	83-10	CR 83		CSAH 88 (292nd St) to Cannon River	ROW Acquisition	265,300	-	-	-	-	265,300	-	-	Transportation Fund	Dakota County	
T850xx	85-xx	CSAH 85		At TH 50 (only Co 5 shown)	ROW Acquisition	300,000	-	-	-	150,000	150,000	-	-	Transportation Fund	Dakota County	
T88023	88-23	CSAH 88		CR 94 (Cooper Ave) to TH 56	ROW Acquisition	1,371,300	-	-	-	1,371,300	-	-	-	Transportation Fund	Dakota County	
xx-xx	xx-xx	Trails		Trail Gap Set Aside CSAH 42 Jurisdictional Classification	Design/ROW/Construct Trail Gaps	1,656,000	163,000	569,000	-	-	-	924,000	-	Transportation Fund	Dakota County	
				ROW Preservation & Management		500,000	225,000	-	-	-	275,000	-	-	Transportation Fund	Dakota County	
				Safety & Management		1,500,000	-	-	-	500,000	1,000,000	-	-	Transportation Fund	Dakota County	
				Signal Projects	Signal Revisions/Communications	300,000	150,000	-	-	150,000	-	-	-	Transportation Fund	Dakota County	
ST00002				Reimburse Parks CIP: MRG - Rosemount East	Construction	400,000	-	-	-	-	-	400,000	-	Sales and Use Tax Fund	Dakota County	
NEW	I 35			Mn PASS Feasibility Study		300,000	-	-	-	-	300,000	-	-	Sales and Use Tax Fund	MnDOT	
ST00010	99-012	CSAH 23		At 140th Street	Construction	3,324,000	498,600	-	-	-	-	2,825,400	-	Sales and Use Tax Fund	Dakota County	
NEW	42-144	CSAH 42		W. Dakota County Line to TH 52	ROW	2,275,000	956,250	-	-	-	-	1,318,750	-	Sales and Use Tax Fund	Dakota County	
ST00013	99-014			Reimburse Parks CIP: NC Greenway 42 UP	Construction	600,000	-	-	-	-	-	600,000	-	Sales and Use Tax Fund	Dakota County	
2022 Sales and Use Tax Management SubTotal:						6,899,000	1,454,850	-	-	-	-	5,444,150	-	-	-	
2022 Transportation Management SubTotal:						23,689,600	2,745,000	2,009,000	207,000	10,848,800	7,879,800	-	-	-	-	-
2022 Management Total						30,588,600	4,199,850	2,009,000	207,000	10,848,800	7,879,800	-	-	-	-	-
REPLACEMENT & MODERNIZATION:																
T32087	32-87	CSAH 32		CSAH 43 (Lexington Ave) to E of Dodd Rd	Construction	10,900,000	735,000	7,000,000	-	2,915,000	250,000	-	-	Transportation Fund	Dakota County	
T380AV	38-AV	CSAH 38		Placemaker-limits TBD	Repair/Replace Retaining Walls	800,000	-	-	-	780,000	20,000	-	-	Transportation Fund	Dakota County	
T59005	59-05	CR 59		TH 19 to CSAH 47 (Northfield Blvd)	ROW Acquisition (Wheelage Tax \$)	1,000,000	-	-	-	-	1,000,000	-	-	Transportation Fund	Dakota County	
T81014	81-14	"New" 81		CSAH 66 (200th St) to CSAH 46/48	ROW Acquisition	1,500,000	-	-	-	-	1,500,000	-	-	Transportation Fund	Dakota County	
T88020	88-208	CSAH 88		TH 56 to West of Finch Ct	Construction - Phase 2	6,800,000	-	-	580,562	-	6,219,438	-	-	Transportation Fund	Dakota County	
T89007	89-07	CR 89		TH 50 (240th St) to CSAH 62	ROW Acquisition (Wheelage Tax \$)	2,407,800	-	-	-	-	2,407,800	-	-	Transportation Fund	Dakota County	
T91029	91-29	CSAH 91		210th St to TH 316	ROW Acquisition	1,500,000	-	-	-	1,500,000	-	-	-	Transportation Fund	Dakota County	
T96007	96-07	CR 96		West Dakota County line to CSAH 23	Construction (Rice Co \$630K)	6,300,000	-	-	-	-	3,609,979	2,690,021	-	Transportation Fund	Dakota County	
T97144	97-144	Twp Bridge		Replace Bridge L3285, Inga Ave	Construction Bridge	200,000	-	-	180,000	-	20,000	-	-	Transportation Fund	Dakota County	
T97164	97-164	Twp Bridge		Replace Bridge L3249, 205th St	Construction Bridge	200,000	-	-	180,000	-	20,000	-	-	Transportation Fund	Dakota County	
				Traffic Signal Replacement	Replace/New/Geometrics	1,650,000	747,500	-	-	902,500	-	-	-	Transportation Fund	Dakota County	
NEW	86-41	CSAH 86		West Dakota County line to CSAH 23 (Galaxie Ave)	Design	120,000	-	-	-	-	-	120,000	-	Sales and Use Tax Fund	Dakota County	
2022 Sales and Use Tax Replacement & Modernization SubTotal:						120,000	-	-	-	-	-	120,000	-	-	-	
2022 Transportation Replacement & Modernization SubTotal:						33,257,800	1,482,500	7,000,000	940,562	6,097,500	15,047,217	-	2,690,021	-	-	
2022 Replacement & Modernization Total						33,377,800	1,482,500	7,000,000	940,562	6,097,500	15,047,217	120,000	2,690,021	-	-	
EXPANSION:																
ST00006		117th street		CSAH 73 (Rich Valley Boulevard) and Trunk Highway 52	Roadway Construction	4,000,000	-	-	-	-	-	4,000,000	-	Sales and Use Tax Fund	Inver Grove Heights	
NEW	66-15	CSAH 66		New CSAH 66 alignment and a new CSAH 66 AND TH 52 Interchange location	Design	650,000	-	-	-	-	-	650,000	-	Sales and Use Tax Fund	Dakota County	
ST00011	99-013	CSAH 46		TH 3 to TH 52	ROW	4,000,000	360,000	-	-	-	-	3,640,000	-	Sales and Use Tax Fund	Dakota County	
2022 Sales and Use Tax Expansion SubTotal:						8,650,000	360,000	-	-	-	-	8,290,000	-	-	-	
2022 Transportation Expansion SubTotal:						-	-	-	-	-	-	-	-	-	-	
2022 Expansion Total						8,650,000	360,000	-	-	-	-	8,290,000	-	-	-	

2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
RESOURCES:															
T11027	11-27	CSAH 11		Design Roundabout Consultant	Burnsville	200,000	90,000	-	-	110,000	-	-	-	-	Transportation Fund
T46057	46-57	CSAH 46		Design Roundabout	Nininger & Vermillion Twps	200,000	-	-	-	200,000	-	-	-	-	Transportation Fund
T54009	54-09	CSAH 54		Design Roundabout	Ravenna Twp	20,000	-	-	-	20,000	-	-	-	-	Transportation Fund
T600xx	60-xx	New 60		Extend CH 60/185th-CSAH 9 to Highview	Lakeville	340,000	153,000	-	-	-	-	187,000	-	-	Transportation Fund
T810xx	81-xx	CR 81		TH 50 (220th St) to CSAH 66 (200th St)	Empire & Vermillion Twps	150,000	-	-	-	-	-	150,000	-	-	Transportation Fund
T94005	94-05	CR 94		Design	Randolph, Sciota, Waterford	200,000	-	-	-	-	-	200,000	-	-	Transportation Fund
				Attorney Reimbursement		256,879	-	-	-	-	-	256,879	-	-	Transportation Fund
				CIP Reimbursement to Operations		4,926,820	605,688	-	-	2,600,826	1,720,306	-	-	-	Transportation Fund
				Future Studies/Professional Services		400,000	60,000	-	-	-	340,000	-	-	-	Transportation Fund
				Township Road Distribution		20,900	-	-	-	-	20,900	-	-	-	Transportation Fund
				Consultant Construction Administration		600,000	-	-	-	300,000	300,000	-	-	-	Transportation Fund
ST00009				Reimburse Transportation Operations		1,177,168	-	-	-	-	-	-	1,177,168	-	Sales and Use Tax Fund
				2022 Sales and Use Tax Resources SubTotal:		1,177,168	-	-	-	-	-	-	1,177,168	-	
				2022 Transportation Resources SubTotal:		7,314,599	908,688	-	-	3,230,826	3,175,085	-	-	-	
				2022 Resources Total		8,491,767	908,688	-	-	3,230,826	3,175,085	1,177,168	-	-	
TRANSIT:															
ST00003		Various		Bus Shelter Pad Construction	TBD	50,000	-	-	-	-	-	50,000	-	-	Sales and Use Tax Fund
ST00005		Various		Transit Service Expansion Set Aside	Various/TBD	350,000	-	-	-	-	-	350,000	-	-	Sales and Use Tax Fund
				2022 Sales and Use Tax Transit SubTotal:		400,000	-	-	-	-	-	400,000	-	-	
				2022 Transportation Transit SubTotal:		-	-	-	-	-	-	-	-	-	
				2022 Transit Total		400,000	-	-	-	-	-	400,000	-	-	
				2022 Sales and Use Tax SubTotal		17,246,168	1,814,850	-	-	-	-	15,431,318	-	-	
				2022 Transportation SubTotal		74,551,999	5,216,188	9,009,000	1,147,562	27,267,126	29,222,102	-	2,690,021	-	
				2022 Grand Total		91,798,167	7,031,038	9,009,000	1,147,562	27,267,126	29,222,102	15,431,318	2,690,021	-	

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2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
2023 Section															
PRESERVATION:															
				Paved Highway Surface (Wheelage Tax \$ & Gravel Tax \$)		7,710,000	-	-	-	6,560,000	1,150,000	-	-	Transportation Fund	Dakota County
				Gravel Highway Surface (CR's 76,89,91,93)		750,000	-	-	-	-	750,000	-	-	Transportation Fund	Dakota County
				Gravel Highway Surface - Repairs Spot Locations		50,000	-	-	-	-	50,000	-	-	Transportation Fund	Dakota County
				Traffic Safety & Operation Durable Pavement Markings		350,000	-	-	-	300,000	50,000	-	-	Transportation Fund	Dakota County
				Pedestrian & Bicycle Facilities		1,100,000	-	-	-	-	1,100,000	-	-	Transportation Fund	Dakota County
				Retaining Wall Maintenance		330,000	-	-	-	230,000	100,000	-	-	Transportation Fund	Dakota County
				Storm Sewer Maintenance		400,000	80,000	-	-	-	-	320,000	-	Transportation Fund	Dakota County
2023 Sales and Use Tax Preservation SubTotal:						-	-	-	-	-	-	-	-	-	-
2023 Transportation Preservation SubTotal:						10,690,000	80,000	-	-	7,090,000	3,520,000	-	-	-	-
2023 Preservation Total:						10,690,000	80,000	-	-	7,090,000	3,520,000	-	-	-	-
MANAGEMENT:															
T11027	11-27	CSAH 11		At Burnsville Parkway	Burnsville	325,000	146,250	-	-	-	178,750	-	-	Transportation Fund	Dakota County
T28044	28-44	CSAH 28		At Elrene Rd, at Mike Collins Dr	Eagan	400,000	180,000	-	-	-	200,000	20,000	-	Transportation Fund	Dakota County
T33015	33-15	CSAH 33		At 140th St/Conmemara Trail Roundabout	Apple Valley/Rosemount	1,950,000	877,500	-	-	-	1,052,500	20,000	-	Transportation Fund	Dakota County
T46057	46-57	CSAH 46		At CSAH 85 (Goodwin Ave)	Nininger & Vermillion Twps	150,000	-	-	-	-	150,000	-	-	Transportation Fund	Dakota County
T54009	54-09	CSAH 54		At CSAH 68 (200th St)	Ravenna Twp	130,000	-	-	-	-	115,000	15,000	-	Transportation Fund	Dakota County
T83010	83-10	CR 83		CSAH 88 (292nd St) to Cannon River	Randolph City/Twp	975,000	-	-	-	-	-	975,000	-	Transportation Fund	Dakota County
T850xx	85-xx	CSAH 85		At TH 50 (only Co S shown)	City of New Trier	900,000	-	-	-	-	450,000	450,000	-	Transportation Fund	MnDOT
T88023	88-23	CSAH 88		CR 94 (Cooper Ave) to TH 56	City of Randolph	3,265,300	-	-	-	-	3,232,300	33,000	-	Transportation Fund	Dakota County
T94005	94-05	CR 94		CSAH 47 to CSAH 88 (292nd St)	Randolph, Sciota, Waterford Twps	2,000,000	-	-	-	-	2,000,000	-	-	Transportation Fund	Dakota County
				Trail Gap Set Aside - Location TBD	TBD	2,000,000	300,000	-	-	-	-	1,700,000	-	Transportation Fund	Dakota County
				Jurisdictional Classification	Randolph, WSP	3,175,000	-	-	-	-	-	3,175,000	-	Transportation Fund	Dakota County
				ROW Preservation & Management		500,000	225,000	-	-	-	-	275,000	-	Transportation Fund	Dakota County
				Safety & Management		1,500,000	-	-	-	-	500,000	1,000,000	-	Transportation Fund	Dakota County
				Signal Projects		300,000	150,000	-	-	-	150,000	-	-	Transportation Fund	Dakota County
NEW	42-144	CSAH 42		W. Dakota County Line to TH 52	Burnsville, Apple Valley, Rosemount	5,150,000	1,795,000	-	-	-	-	-	3,355,000	Sales and Use Tax Fund	Dakota County
NEW				Reimburse Parks CIP: Parks & GW Improvements - TBD		1,000,000	-	-	-	-	-	-	1,000,000	Sales and Use Tax Fund	Dakota County
2023 Sales and Use Tax Management SubTotal:						6,150,000	1,795,000	-	-	-	-	-	4,355,000	-	-
2023 Transportation Management SubTotal:						17,570,300	1,878,750	-	-	-	6,028,550	9,663,000	-	-	-
2023 Management Total						23,720,300	3,673,750	-	-	-	6,028,550	9,663,000	4,355,000	-	-
REPLACEMENT & MODERNIZATION:															
T59005	59-05	CR 59		TH 19 to CSAH 47 (Northfield Blvd)	Sciota Township	5,760,000	-	-	-	-	3,043,079	-	2,716,921	Transportation Fund	Dakota County
T81014	81-14	"New" 81		CSAH 66 (200th St) to CSAH 46/48	Empire/Vermillion Twps	6,000,000	-	-	-	5,940,000	60,000	-	-	Transportation Fund	Dakota County
T810xx	81-xx	CR 81		TH 50 (220th St) to CSAH 66 (200th St)	Empire & Vermillion Twps	1,585,600	-	-	-	-	1,585,600	-	-	Transportation Fund	Dakota County
T89007	89-07	CR 89		TH 50 (240th St) to CSAH 62	Hampton, Douglas, Marshan Twps	8,850,000	-	-	-	-	8,850,000	-	-	Transportation Fund	Dakota County
T91029	91-29	CSAH 91		210th St to TH 316 (Flex Hwy S)	Marshan Township	4,500,000	-	-	-	-	4,455,000	45,000	-	Transportation Fund	Dakota County
T91030	91-30	CSAH 91		Miesville Tr to TH 61	Miesville, Douglas Twp	825,000	-	-	-	-	825,000	-	-	Transportation Fund	Dakota County
				Replace Bridge 13253, 230th St	Castle Rock Twp	200,000	-	-	180,000	-	-	20,000	-	Transportation Fund	Dakota County
				Replace Bridge 13254, 230th St	Castle Rock Twp	200,000	-	-	180,000	-	-	20,000	-	Transportation Fund	Dakota County
				Traffic Signal Replacement		1,250,000	587,500	-	-	-	-	662,500	-	Transportation Fund	Dakota County
NEW	86-41	CSAH 86		West Dakota County line to CSAH 23 (Galaxie Ave)	Eureka & Greenvale Twp (Scott Co)	1,500,000	-	-	-	-	-	1,500,000	-	Sales and Use Tax Fund	Dakota County
2023 Sales and Use Tax Replacement & Modernization SubTotal:						1,500,000	-	-	-	-	-	-	1,500,000	-	-
2023 Transportation Replacement & Modernization SubTotal:						29,170,600	587,500	-	360,000	11,882,500	13,623,679	-	2,716,921	-	-
2023 Replacement & Modernization Total						30,670,600	587,500	-	360,000	11,882,500	13,623,679	1,500,000	2,716,921	-	-
EXPANSION:															
NEW	66-15	CSAH 66		TH 3 to TH 52	Rosemount, Empire	2,000,000	-	-	-	-	-	2,000,000	-	Sales and Use Tax Fund	Dakota County
ST00011	99-013	CSAH 46		TH 3 to TH 52		22,000,000	1,980,000	-	-	-	-	-	20,020,000	Sales and Use Tax Fund	Dakota County
2023 Sales and Use Tax Expansion SubTotal:						24,000,000	1,980,000	-	-	-	-	-	22,020,000	-	-
2023 Transportation Expansion SubTotal:						-	-	-	-	-	-	-	-	-	-
2023 Expansion Total						24,000,000	1,980,000	-	-	-	-	-	22,020,000	-	-
RESOURCES:															
T26060	26-60	CSAH 26		Trunk Highway 3 to CSAH 73 (Babcock Tr)	Inver Grove Heights	300,000	135,000	-	-	165,000	-	-	-	Transportation Fund	Dakota County
T53004	53-04	CR 53		CSAH 47 (Northfield Blvd) to CSAH 86	Sciota & Waterford Twps	100,000	-	-	-	-	100,000	-	-	Transportation Fund	Dakota County
T63xxx	63-xx	CSAH 63		Marie Ave to TH 149 (Dodd Rd)	Mendota Heights, West St Paul	600,000	150,000	-	-	450,000	-	-	-	Transportation Fund	Dakota County
T80027	80-27	CSAH 80		TH 3 to 1 mile W of CSAH 79 (Blaine Ave)	Castle Rock Township	200,000	-	-	-	200,000	-	-	-	Transportation Fund	Dakota County
				Attorney Reimbursement		262,017	-	-	-	-	-	262,017	-	Transportation Fund	Dakota County
				CIP Reimbursement to Operations		5,173,161	635,972	-	-	2,730,867	1,806,322	-	-	Transportation Fund	Dakota County
				Future Studies/Professional Services		400,000	60,000	-	-	-	340,000	-	-	Transportation Fund	Dakota County
				Township Road Distribution		20,900	-	-	-	-	20,900	-	-	Transportation Fund	Dakota County
				Consultant Construction Administration		600,000	-	-	-	300,000	300,000	-	-	Transportation Fund	Dakota County
ST00009				Reimburse Transportation Operations		1,236,026	-	-	-	-	-	1,236,026	-	Sales and Use Tax Fund	Dakota County
2023 Sales and Use Tax Resources SubTotal:						1,236,026	-	-	-	-	-	-	1,236,026	-	-
2023 Transportation Resources SubTotal:						7,656,078	980,972	-	-	3,845,867	2,829,239	-	-	-	-
2023 Resources Total						8,892,104	980,972	-	-	3,845,867	2,829,239	1,236,026	-	-	-

2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
			TRANSIT:												
ST00003	Various		Various	Bus Shelter Pad Construction	TBD	50,000	-	-	-	-	-	50,000	-	Sales and Use Tax Fund	Dakota County/MVTA
ST00005				Transit Service Expansion Set Aside	Various/TBD	350,000	-	-	-	-	-	350,000	-	Sales and Use Tax Fund	
2023 Sales and Use Tax Transit SubTotal:						400,000	-	-	-	-	-	400,000	-		
2023 Transportation Transit SubTotal:						-	-	-	-	-	-	-	-		
2023 Transit Total						400,000	-	-	-	-	-	400,000	-		
2023 Sales and Use Tax SubTotal						33,286,026	3,775,000	-	-	-	-	29,511,026	-		
2023 Transportation SubTotal						65,086,978	3,527,222	-	360,000	28,846,917	29,635,918	-	2,716,921		
2023 Grand Total						98,373,004	7,302,222	-	360,000	28,846,917	29,635,918	29,511,026	2,716,921		

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2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
2024 Section															
PRESERVATION:															
				Paved Highway Surface (Wheelage Tax \$ & Gravel Tax \$)		7,710,000	-	-	-	6,560,000	1,150,000	-	-	Transportation Fund	Dakota County
				Gravel Highway Surface (No Resurfacing)		350,000	-	-	-	-	350,000	-	-	Transportation Fund	Dakota County
				Gravel Highway Surface - Repairs		50,000	-	-	-	-	50,000	-	-	Transportation Fund	Dakota County
				Traffic Safety & Operation	Durable Pavement Markings	350,000	-	-	-	300,000	50,000	-	-	Transportation Fund	Dakota County
				Pedestrian & Bicycle Facilities		1,100,000	-	-	-	-	1,100,000	-	-	Transportation Fund	Dakota County
				Retaining Wall Maintenance		330,000	-	-	-	230,000	100,000	-	-	Transportation Fund	Dakota County
				Storm Sewer Maintenance		400,000	80,000	-	-	-	320,000	-	-	Transportation Fund	Dakota County
				2024 Sales and Use Tax Preservation SubTotal:		-	-	-	-	-	-	-	-	-	-
				2024 Transportation Preservation SubTotal:		10,290,000	80,000	-	-	7,090,000	3,120,000	-	-	-	-
				2024 Preservation Total:		10,290,000	80,000	-	-	7,090,000	3,120,000	-	-	-	-
MANAGEMENT:															
T11027	11-27	CSAH 11		Construct Roundabout	Burnsville	1,750,000	157,500	1,400,000	-	172,500	20,000	-	-	Transportation Fund	Dakota County
T46057	46-57	CSAH 46		Construct Roundabout	Nininger & Vermillion Twps	1,200,000	-	-	-	1,100,000	100,000	-	-	Transportation Fund	Dakota County
T54009	54-09	CSAH 54		Construct Roundabout	Ravenna Twp	1,550,000	-	1,395,000	-	100,000	55,000	-	-	Transportation Fund	Dakota County
T86xxx	86-xx	CSAH 86		ROW Acq Roundabout (MnDOT lead)	Randolph Twp	150,000	-	-	75,000	75,000	-	-	-	Transportation Fund	MnDOT
T94005	94-05	CR 94		Construction	Randolph, Sciota, Waterford Twps	7,950,000	-	-	-	-	5,205,910	-	2,744,090	Transportation Fund	Dakota County
	xx-xx	Trails		Design/ROW/Construct Trail Gaps	IGH, WSP, Burnsville	2,796,160	81,324	2,239,040	-	-	475,796	-	-	Transportation Fund	City
				Jurisdictional Classification	(CP 94-05)	1,000,000	-	-	-	-	1,000,000	-	-	Transportation Fund	Dakota County
				ROW Preservation & Management		500,000	225,000	-	-	-	275,000	-	-	Transportation Fund	Dakota County
				Safety & Management		1,500,000	-	-	-	500,000	1,000,000	-	-	Transportation Fund	Dakota County
				Signal Projects	Signal Revisions/Communications	300,000	150,000	-	-	150,000	-	-	-	Transportation Fund	Dakota County
NEW				Reimburse Parks CIP: Parks & GW Improvements - TBD	Construction	1,000,000	-	-	-	-	-	1,000,000	-	Sales and Use Tax Fund	Dakota County
				2024 Sales and Use Tax Management SubTotal:		1,000,000	-	-	-	-	-	1,000,000	-	-	-
				2024 Transportation Management SubTotal:		18,696,160	613,824	5,034,040	75,000	2,097,500	8,131,706	-	2,744,090	-	-
				2024 Management Total		19,696,160	613,824	5,034,040	75,000	2,097,500	8,131,706	1,000,000	2,744,090	-	-
REPLACEMENT & MODERNIZATION:															
T53004	53-04	CR 53		ROW Acquisition	Sciota & Waterford Twp	700,000	-	-	-	-	700,000	-	-	Transportation Fund	Dakota County
T63xxx	63-xx	CSAH 63		ROW Acquisition	Mendota Heights, West St Paul	2,000,000	500,000	-	-	1,500,000	-	-	-	Transportation Fund	Dakota County
T80027	80-27	CSAH 80		ROW Acquisition	Castle Rock Township	1,400,000	-	-	-	1,400,000	-	-	-	Transportation Fund	Dakota County
T81xxx	81-xx	CR 81		Construction (Wheelage Tax \$)	Empire & Vermillion Twps	5,500,000	-	-	-	-	5,500,000	-	-	Transportation Fund	Dakota County
T91030	91-30	CSAH 91		Construction (Flex Hwy \$)	Miesville, Douglas Twp	3,000,000	-	-	-	2,970,000	30,000	-	-	Transportation Fund	Dakota County
				Traffic Signal Replacement	Replace/New/Geometrics	1,000,000	500,000	-	-	500,000	-	-	-	Transportation Fund	Dakota County
NEW	86-41	CSAH 86		West Dakota County line to CSAH 23 (Galaxie Ave)	Construction	6,000,000	-	-	-	-	-	6,000,000	-	Sales and Use Tax Fund	Dakota County
				2024 Sales and Use Tax Replacement & Modernization SubTotal:		6,000,000	-	-	-	-	-	6,000,000	-	-	-
				2024 Transportation Replacement & Modernization SubTotal:		13,600,000	1,000,000	-	-	6,370,000	6,230,000	-	-	-	-
				2024 Replacement & Modernization Total		19,600,000	1,000,000	-	-	6,370,000	6,230,000	6,000,000	-	-	-
EXPANSION:															
T60xxx	60-xx	New 60		Extend CH 60/185th-CSAH 9 to Highview	Construction	2,250,000	1,012,500	-	-	1,112,500	125,000	-	-	Transportation Fund	Dakota County
NEW	66-15	CSAH 66		New CSAH 66 alignment and a new CSAH 66 AND TH 52 Interchange location	Construction	10,000,000	-	-	-	-	-	10,000,000	-	Sales and Use Tax Fund	Dakota County
				2024 Sales and Use Tax Expansion SubTotal:		10,000,000	-	-	-	-	-	10,000,000	-	-	-
				2024 Transportation Expansion SubTotal:		2,250,000	1,012,500	-	-	1,112,500	125,000	-	-	-	-
				2024 Expansion Total		12,250,000	1,012,500	-	-	1,112,500	125,000	10,000,000	-	-	-
RESOURCES:															
T26xxx	26-xx	CSAH 26		Trunk Highway 13 to CSAH 31 (Pilot Knob)	Roadway Study Consultant	175,000	78,750	-	-	96,250	-	-	-	Transportation Fund	Dakota County
T33xxx	33-xx	CSAH 33		140th St/Connemara to CSAH 31 (Pilot Knob)	(Roadway) Scoping Study Consultant	175,000	78,750	-	-	96,250	-	-	-	Transportation Fund	Dakota County
				Attorney Reimbursement		262,017	-	-	-	-	262,017	-	-	Transportation Fund	Dakota County
				CIP Reimbursement to Operations		5,431,819	667,771	-	-	2,867,411	1,896,637	-	-	Transportation Fund	Dakota County
				Future Studies/Professional Services		400,000	60,000	-	-	-	340,000	-	-	Transportation Fund	Dakota County
				Township Road Distribution		20,900	-	-	-	-	20,900	-	-	Transportation Fund	Dakota County
				Consultant Construction Administration		600,000	-	-	-	300,000	300,000	-	-	Transportation Fund	Dakota County
ST00009				Reimburse Transportation Operations		1,297,828	-	-	-	-	-	1,297,828	-	Sales and Use Tax Fund	Dakota County
				2024 Sales and Use Tax Resources SubTotal:		1,297,828	-	-	-	-	-	1,297,828	-	-	-
				2024 Transportation Resources SubTotal:		7,064,736	885,271	-	-	3,359,911	2,819,554	-	-	-	-
				2024 Resources Total		8,362,564	885,271	-	-	3,359,911	2,819,554	1,297,828	-	-	-
TRANSIT:															
ST00003	Various			Bus Shelter Pad Construction	TBD	50,000	-	-	-	-	-	50,000	-	Sales and Use Tax Fund	Dakota County/MVTA
ST00005	Various			Transit Service Expansion Set Aside	Various/TBD	350,000	-	-	-	-	-	350,000	-	Sales and Use Tax Fund	Dakota County/MVTA
				2024 Sales and Use Tax Transit SubTotal:		400,000	-	-	-	-	-	400,000	-	-	-
				2024 Transportation Transit SubTotal:		-	-	-	-	-	-	-	-	-	-
				2024 Transit Total		400,000	-	-	-	-	-	400,000	-	-	-
				2024 Sales and Use Tax SubTotal		18,697,828	-	-	-	-	-	18,697,828	-	-	-
				2024 Transportation SubTotal		51,900,896	3,591,595	5,034,040	75,000	20,029,911	20,426,260	-	2,744,090	-	-
				2024 Grand Total		70,598,724	3,591,595	5,034,040	75,000	20,029,911	20,426,260	18,697,828	2,744,090	-	-

2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
2025 Section															
PRESERVATION:															
				(Wheelage Tax \$ & Gravel Tax \$)		7,710,000	-	-	-	6,560,000	1,150,000	-	-	Transportation Fund	Dakota County
				Gravel Highway Surface (CR's 83,94 & maybe 73)		800,000	-	-	-	-	800,000	-	-	Transportation Fund	Dakota County
				Gravel Highway Surface - Repairs		50,000	-	-	-	-	50,000	-	-	Transportation Fund	Dakota County
				Traffic Safety & Operation		350,000	-	-	-	300,000	50,000	-	-	Transportation Fund	Dakota County
				Pedestrian & Bicycle Facilities		1,100,000	-	-	-	-	1,100,000	-	-	Transportation Fund	Dakota County
				Retaining Wall Maintenance		330,000	-	-	-	230,000	100,000	-	-	Transportation Fund	Dakota County
				Storm Sewer Maintenance		400,000	80,000	-	-	-	320,000	-	-	Transportation Fund	Dakota County
				2025 Sales and Use Tax Preservation SubTotal:		-	-	-	-	-	-	-	-	-	-
				2025 Transportation Preservation SubTotal:		10,740,000	80,000	-	-	7,090,000	3,570,000	-	-	-	-
				2025 Preservation Total		10,740,000	80,000	-	-	7,090,000	3,570,000	-	-	-	-
MANAGEMENT:															
T86xxx	86-xx	CSAH 86		Construct Roundabout (MnDOT lead)	Randolph Twp	1,500,000	-	-	750,000	750,000	-	-	-	Transportation Fund	MnDOT
	xx-xx	Trails		Design/ROW/Construct Trail Gaps	TBD	2,000,000	300,000	-	-	-	1,700,000	-	-	Transportation Fund	Dakota County
				Jurisdictional Classification (CP 53-04, CR 45, CR 48)		2,000,000	-	-	-	-	2,000,000	-	-	Transportation Fund	Dakota County
				ROW Preservation & Management		500,000	225,000	-	-	-	275,000	-	-	Transportation Fund	Dakota County
				Safety & Management (Wheelage Tax \$)		1,500,000	-	-	-	500,000	1,000,000	-	-	Transportation Fund	Dakota County
				Signal Projects		300,000	150,000	-	-	-	150,000	-	-	Transportation Fund	Dakota County
				TH 13		305,800	-	-	-	-	-	305,800	-	Sales and Use Tax Fund	Burnsville
				Reimburse Parks CIP: Parks & GW Improvements - TBD		1,000,000	-	-	-	-	-	1,000,000	-	Sales and Use Tax Fund	Dakota County
				2025 Sales and Use Tax Management SubTotal:		1,305,800	-	-	-	-	-	-	-	-	-
				2025 Transportation Management SubTotal:		7,800,000	675,000	-	750,000	1,400,000	4,975,000	-	-	-	-
				2025 Management Total		9,105,800	675,000	-	750,000	1,400,000	4,975,000	1,305,800	-	-	-
REPLACEMENT & MODERNIZATION:															
TS3004	53-04	CR 53		Construction (Wheelage Tax \$)	Sciota & Waterford Twp	3,844,000	-	-	-	-	1,072,469	-	2,771,531	Transportation Fund	Dakota County
T63xxx	63-xx	CSAH 63		Construction	Mendota Heights, West St Paul	6,900,000	1,035,000	-	-	5,865,000	-	-	-	Transportation Fund	Dakota County
T80027	80-27	CSAH 80		Construction	Castle Rock Township	7,284,000	-	-	-	7,209,000	75,000	-	-	Transportation Fund	Dakota County
				Replace/New/Geometrics		1,000,000	500,000	-	-	500,000	-	-	-	Transportation Fund	Dakota County
				2025 Sales and Use Tax Replacement & Modernization SubTotal:		-	-	-	-	-	-	-	-	-	-
				2025 Transportation Replacement & Modernization SubTotal		19,028,000	1,535,000	-	-	13,574,000	1,147,469	-	-	2,771,531	-
				2025 Replacement & Modernization Total		19,028,000	1,535,000	-	-	13,574,000	1,147,469	-	-	2,771,531	-
EXPANSION:															
ST00004	NEW	TH 77		Capacity Improvements	Apple Valley, Eagan	20,000,000	-	-	-	-	-	20,000,000	-	Sales and Use Tax Fund	MnDOT
				2025 Sales and Use Tax Expansion SubTotal:		20,000,000	-	-	-	-	-	20,000,000	-	-	-
				2025 Transportation Expansion SubTotal:		-	-	-	-	-	-	-	-	-	-
				2025 Expansion Total		20,000,000	-	-	-	-	-	20,000,000	-	-	-
RESOURCES:															
T28048	28-48	CSAH 28		Design Consultant	Inver Grove Heights	150,000	67,500	-	-	82,500	-	-	-	Transportation Fund	Dakota County
				Attorney Reimbursement		262,017	-	-	-	-	262,017	-	-	Transportation Fund	Dakota County
				CIP Reimbursement to Operations (Wheelage Tax \$)		5,431,819	667,771	-	-	2,867,411	1,896,637	-	-	Transportation Fund	Dakota County
				Future Studies/Professional Services		400,000	60,000	-	-	-	340,000	-	-	Transportation Fund	Dakota County
				Township Road Distribution		20,900	-	-	-	-	20,900	-	-	Transportation Fund	Dakota County
				Consultant Construction Administration		600,000	-	-	-	300,000	300,000	-	-	Transportation Fund	Dakota County
ST00009				Reimburse Transportation Operations		1,362,719	-	-	-	-	-	1,362,719	-	Sales and Use Tax Fund	Dakota County
				2025 Sales and Use Tax Resources SubTotal:		1,362,719	-	-	-	-	-	1,362,719	-	-	-
				2025 Transportation Resources SubTotal:		6,864,736	795,271	-	-	3,249,911	2,819,554	-	-	-	-
				2025 Resources Total		8,227,455	795,271	-	-	3,249,911	2,819,554	1,362,719	-	-	-
TRANSIT:															
ST00003	Various	Various		Bus Shelter Pad Construction	TBD	50,000	-	-	-	-	-	50,000	-	Sales and Use Tax Fund	Dakota County/MVTA
NEW				Kenrick Park and Ride Expansion	Lakeville	750,000	-	-	-	-	-	750,000	-	Sales and Use Tax Fund	Metro Transit
				2025 Sales and Use Tax Transit SubTotal:		800,000	-	-	-	-	-	800,000	-	-	-
				2025 Transportation Transit SubTotal:		-	-	-	-	-	-	-	-	-	-
				2025 Transit Total		800,000	-	-	-	-	-	800,000	-	-	-
				2025 Sales and Use Tax SubTotal		23,468,519	-	-	-	-	-	23,468,519	-	-	-
				2025 Transportation SubTotal		44,432,736	3,085,271	-	750,000	25,313,911	12,512,023	-	-	2,771,531	-
				2025 Grand Total		67,901,255	3,085,271	-	750,000	25,313,911	12,512,023	23,468,519	-	2,771,531	-

2021-2025 TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



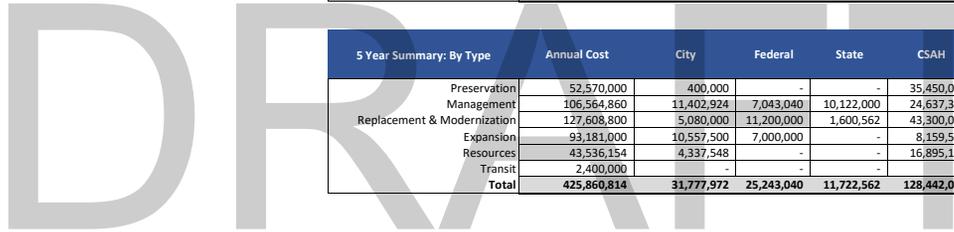
JL Key	Project Number	Road	Segment	Short Description	City Location	Annual Cost	City	Federal	State	CSAH	County Funding	Sales and Use Tax	County Levy	Fund Category	Lead Agency
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5 Year Summary	Annual Cost	City	Federal	State	CSAH	Co Funds, Gravel Tax & Other	Sales and Use Tax	County Levy
2021	97,189,664	10,767,846	11,200,000	9,390,000	26,984,177	20,005,142	16,179,112	2,663,387
2022	91,798,167	7,031,038	9,009,000	1,147,562	27,267,126	29,222,102	15,431,318	2,690,021
2023	98,373,004	7,302,222	-	360,000	28,846,917	29,635,918	29,511,026	2,716,921
2024	70,598,724	3,591,595	5,034,040	75,000	20,029,911	20,426,260	18,697,828	2,744,090
2025	67,901,255	3,085,271	-	750,000	25,313,911	12,512,023	23,468,519	2,771,531
Total	425,860,814	31,777,972	25,243,040	11,722,562	128,442,042	111,801,445	103,287,803	13,585,950

5 Year Summary: Transportation	Annual Cost	City	Federal	State	CSAH	Co Funds, Gravel Tax & Other	Sales and Use Tax	County Levy
2021	75,413,552	9,520,846	7,000,000	9,240,000	26,984,177	20,005,142	-	2,663,387
2022	74,551,999	5,216,188	9,009,000	1,147,562	27,267,126	29,222,102	-	2,690,021
2023	65,086,978	3,527,222	-	360,000	28,846,917	29,635,918	-	2,716,921
2024	51,900,896	3,591,595	5,034,040	75,000	20,029,911	20,426,260	-	2,744,090
2025	44,432,736	3,085,271	-	750,000	25,313,911	12,512,023	-	2,771,531
Total	311,386,161	24,941,122	21,043,040	11,572,562	128,442,042	111,801,445	-	13,585,950

5 Year Summary: Sales and Use Tax	Annual Cost	City	Federal	State	CSAH	Co Funds, Gravel Tax & Other	Sales and Use Tax	County Levy
2021	21,776,112	1,247,000	4,200,000	150,000	-	-	16,179,112	-
2022	17,246,168	1,814,850	-	-	-	-	15,431,318	-
2023	33,286,026	3,775,000	-	-	-	-	29,511,026	-
2024	18,697,828	-	-	-	-	-	18,697,828	-
2025	23,468,519	-	-	-	-	-	23,468,519	-
Total	114,474,653	6,836,850	4,200,000	150,000	-	-	103,287,803	-

5 Year Summary: By Type	Annual Cost	City	Federal	State	CSAH	Co Funds, Gravel Tax & Other	Sales and Use Tax	County Levy
Preservation	52,570,000	400,000	-	-	35,450,000	16,720,000	-	-
Management	106,564,860	11,402,924	7,043,040	10,122,000	24,637,350	33,233,506	17,381,950	2,744,090
Replacement & Modernization	127,608,800	5,080,000	11,200,000	1,600,562	43,300,000	43,829,765	14,420,000	8,178,473
Expansion	93,181,000	10,557,500	7,000,000	-	8,159,500	1,909,613	62,891,000	2,663,387
Resources	43,536,154	4,337,548	-	-	16,895,192	16,108,561	6,194,853	-
Transit	2,400,000	-	-	-	-	-	2,400,000	-
Total	425,860,814	31,777,972	25,243,040	11,722,562	128,442,042	111,801,445	103,287,803	13,585,950



2021-2025 PARKS CAPITAL IMPROVEMENT PROGRAM



Project #	Project Description	Annual Cost	City	AOF	PTLF	RP Bonding	Other MC/State	Federal DOT	Federal DOI	ELF	SUT	CPA	General Fund	Interest Earnings	Levy
2021 Section															
PLANNING															
P80000	Park and Greenway Planning (Set-Aside)	200,000								200,000					
	Planning Subtotal	200,000	-	-	-	-	-	-	-	200,000	-	-	-	-	-
ACQUISITION															
P00040	Park and Greenway Acquisitions (Set-Aside)			3,400,000									1,133,333		
	Acquisition Subtotal	4,533,333	-	3,400,000	-	-	-	-	-	-	-	-	1,133,333	-	-
GENERAL															
P00117	Grant Match (Set-Aside)									500,000					
P40000	Systemwide Asset Preservation (Set-Aside)											450,000			
TBD	TBD Park/Greenway Improvements (Placeholder)														
	General Subtotal	950,000	-	-	-	-	-	-	-	500,000	-	450,000	-	-	-
GREENWAY DEVELOPMENT															
P50000	Greenway Collaborative (Set-Aside)												464,009		
P62000	Greenway Enhancements (Set-Aside)									250,000					
P00109	MRG - Rosemount East							600,000							
P00153	MRG - Wakota Trailhead		700,000												
P00127	MnRGW - Ft Snelling Segment				1,100,174					180,714	1,000,000		452,904	1,000,000	191,347
P00146	NCGW - Lakeville and Farmington												150,000		
P00147	VMGW - Phase 1									2,500,000					
	Greenway Development Subtotal	8,589,148	700,000	-	1,100,174	-	-	-	600,000	2,930,714	1,000,000	1,066,913	-	1,000,000	191,347
PARK DEVELOPMENT															
P61000	Park Enhancements (Set-Aside)									250,000					
	Park Development Subtotal	250,000	-	-	-	-	-	-	-	250,000	-	-	-	-	-
NATURAL RESOURCES															
P70000	Base Program Funding (Set-Aside)									1,119,286					
NEW	SLPR - Bison Range			560,000											
	Natural Resources Subtotal	1,679,286	-	560,000	-	-	-	-	-	1,119,286	-	-	-	-	-
2021 Parks CIP Total		16,201,767	700,000	3,400,000	1,100,174	-	560,000	-	600,000	5,000,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347

Project #	Project Description	Annual Cost	City	AOF	PTLF	RP Bonding	Other MC/State	Federal DOT	Federal DOI	ELF	SUT	CPA	General Fund	Interest Earnings	Levy
2022 Section															
PLANNING															
P80000	Park and Greenway Planning (Set-Aside)	200,000								200,000					
	Planning Subtotal	200,000	-	-	-	-	-	-	-	200,000	-	-	-	-	-
ACQUISITION															
P00040	Park and Greenway Acquisitions (Set-Aside)	4,533,333		3,400,000									1,133,333		
	Acquisition Subtotal	4,533,333	-	3,400,000	-	-	-	-	-	-	-	-	1,133,333	-	-
GENERAL															
P00117	Grant Match (Set-Aside)	500,000								500,000					
P40000	Systemwide Asset Preservation (Set-Aside)	450,000										450,000			
	General Subtotal	950,000	-	-	-	-	-	-	-	500,000	-	450,000	-	-	-
GREENWAY DEVELOPMENT															
P50000	Greenway Collaborative (Set-Aside)	487,209											487,209		
P62000	Greenway Enhancements (Set-Aside)	250,000								250,000					
P00109	MRG - Rosemount East	400,000									400,000				
P00153	MRG - Wakota Trailhead	300,000							300,000						
P00127	MnRGW - Ft Snelling Segment	4,824,687			1,100,174			3,508,000					216,513		
P00145	NCGW - Apple Valley CSAH 42 Crossing	2,329,892						1,256,000		139,354	600,000		143,191		191,347
P00146	NCGW - Lakeville and Farmington	1,500,000						480,000					220,000	800,000	
	Greenway Development Subtotal	10,091,788	-	-	1,100,174	-	-	5,244,000	300,000	389,354	1,000,000	1,066,913	-	800,000	191,347
PARK DEVELOPMENT															
P61000	Park Enhancements (Set-Aside)	250,000								250,000					
P00148	SLPR - MP Improvements - Phase 1	1,700,034				1,700,034									
P00063	LHRP - MP Improvements - Sustainable Trails & Internal Connector	200,000												200,000	
	Park Development Subtotal	2,150,034	-	-	-	1,700,034	-	-	-	250,000	-	-	-	200,000	-
NATURAL RESOURCES															
P70000	Base Program Funding (Set-Aside)	1,160,646								1,160,646					
	Natural Resources Subtotal	1,160,646	-	-	-	-	-	-	-	1,160,646	-	-	-	-	-
2022 Parks CIP Total		19,085,801	-	3,400,000	1,100,174	1,700,034	-	5,244,000	300,000	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347

Project #	Project Description	Annual Cost	City	AOF	PTLF	RP Bonding	Other MC/State	Federal DOT	Federal DOI	ELF	SUT	CPA	General Fund	Interest Earnings	Levy
2023 Section															
PLANNING															
P80000	Park and Greenway Planning (Set-Aside)	250,000								250,000					
	Planning Subtotal	250,000	-	-	-	-	-	-	-	250,000	-	-	-	-	-
ACQUISITION															
P00040	Park and Greenway Acquisitions (Set-Aside)	4,533,333		3,400,000									1,133,333		
	Acquisition Subtotal	4,533,333	-	3,400,000	-	-	-	-	-	-	-	-	1,133,333	-	-
GENERAL															
P00117	Grant Match (Set-Aside)	500,000								500,000					
P40000	Systemwide Asset Preservation (Set-Aside)	750,000										750,000			
TBD	TBD Park/Greenway Improvements (Placeholder)	1,000,000									1,000,000				
	General Subtotal	2,250,000	-	-	-	-	-	-	-	500,000	1,000,000	750,000	-	-	-
GREENWAY DEVELOPMENT															
P50000	Greenway Collaborative (Set-Aside)	516,913											516,913		
P62000	Greenway Enhancements (Set-Aside)	275,000								275,000					
	Greenway Development Subtotal	791,913	-	-	-	-	-	-	-	275,000	-	516,913	-	-	-
PARK DEVELOPMENT															
P61000	Park Enhancements (Set-Aside)	275,000								275,000					
P00148	SLPR - MP Improvements - Phase 1	1,188,176			1,100,174					88,002					
P00063	LHRP - MP Improvements - Sustainable Trails & Internal Connector	1,350,000										250,000		1,000,000	100,000
	Park Development Subtotal	2,813,176	-	-	1,100,174	-	-	-	-	363,002	-	250,000	-	1,000,000	100,000
NATURAL RESOURCES															
P70000	Base Program Funding (Set-Aside)	1,203,345								1,111,998					91,347
	Natural Resources Subtotal	1,203,345	-	-	-	-	-	-	-	1,111,998	-	-	-	-	91,347
2023 Parks CIP Total		11,841,767	-	3,400,000	1,100,174	-	-	-	-	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347

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Project #	Project Description	Annual Cost	City	AOF	PTLF	RP Bonding	Other MC/State	Federal DOT	Federal DOI	ELF	SUT	CPA	General Fund	Interest Earnings	Levy
2024 Section															
PLANNING															
P80000	Park and Greenway Planning (Set-Aside)	250,000								250,000					
	Planning Subtotal	250,000	-	-	-	-	-	-	-	250,000	-	-	-	-	-
ACQUISITION															
P00040	Park and Greenway Acquisitions (Set-Aside)	4,533,333		3,400,000									1,133,333		
	Acquisition Subtotal	4,533,333	-	3,400,000	-	-	-	-	-	-	-	-	1,133,333	-	-
GENERAL															
P00117	Grant Match (Set-Aside)	607,752								607,752					
P40000	Systemwide Asset Preservation (Set-Aside)	1,000,000										979,765		20,235	
TBD	TBD Park/Greenway Improvements (Placeholder)	1,000,000									1,000,000				
	General Subtotal	2,607,752	-	-	-	-	-	-	-	607,752	1,000,000	979,765	-	20,235	-
GREENWAY DEVELOPMENT															
P50000	Greenway Collaborative (Set-Aside)	537,148											537,148		
P62000	Greenway Enhancements (Set-Aside)	303,877								303,877					
	Greenway Development Subtotal	841,025	-	-	-	-	-	-	-	303,877	-		537,148	-	-
PARK DEVELOPMENT															
P61000	Park Enhancements (Set-Aside)	303,877								303,877					
P00148	SLPR - MP Improvements - Phase 1	960,661												769,314	191,347
NEW	MRPR - MP Improvements - Phase 1	2,800,208			1,100,174	1,700,034									
	Park Development Subtotal	4,064,746	-	-	1,100,174	1,700,034	-	-	-	303,877	-	-	-	769,314	191,347
NATURAL RESOURCES															
P70000	Base Program Funding (Set-Aside)	1,244,945								1,034,494				210,451	
	Natural Resources Subtotal	1,244,945	-	-	-	-	-	-	-	1,034,494	-	-	-	210,451	-
2024 Parks CIP Total		13,541,801	-	3,400,000	1,100,174	1,700,034	-	-	-	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347

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Project #	Project Description	Annual Cost	City	AOF	PTLF	RP Bonding	Other MC/State	Federal DOT	Federal DOI	ELF	SUT	CPA	General Fund	Interest Earnings	Levy
2025 Section															
PLANNING															
P80000	Park and Greenway Planning (Set-Aside)	250,000								250,000					
	Planning Subtotal	250,000	-	-	-	-	-	-	-	250,000	-	-	-	-	-
ACQUISITION															
P00040	Park and Greenway Acquisitions (Set-Aside)	4,533,333		3,400,000									1,133,333		
	Acquisition Subtotal	4,533,333	-	3,400,000	-	-	-	-	-	-	-	-	1,133,333	-	-
GENERAL															
P00117	Grant Match (Set-Aside)	638,141								577,366				60,775	
P40000	Systemwide Asset Preservation (Set-Aside)	1,093,956										952,908		141,048	
TBD	TBD Park/Greenway Improvements (Placeholder)	1,000,000									1,000,000				
	General Subtotal	2,732,097	-	-	-	-	-	-	-	577,366	1,000,000	952,908	-	201,823	-
GREENWAY DEVELOPMENT															
P50000	Greenway Collaborative (Set-Aside)	564,005										564,005			
P62000	Greenway Enhancements (Set-Aside)	319,070								319,070					
NEW	MRG - Master Plan Improvements	1,839,789			1,100,174									739,615	
	Greenway Development Subtotal	2,722,864	-	-	1,100,174	-	-	-	-	319,070	-	564,005	-	739,615	-
PARK DEVELOPMENT															
P61000	Park Enhancements (Set-Aside)	319,070								319,070					
	Park Development Subtotal	319,070	-	-	-	-	-	-	-	319,070	-	-	-	-	-
NATURAL RESOURCES															
P70000	Base Program Funding (Set-Aside)	1,284,403								1,034,494				58,562	191,347
	Natural Resources Subtotal	1,284,403	-	-	-	-	-	-	-	1,034,494	-	-	-	58,562	191,347
2025 Parks CIP Total		11,841,767	-	3,400,000	1,100,174	-	-	-	-	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347

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5 Year Summary	Annual Cost	City	AOF	PTLF	RP Bonding	Other MC/State	Federal DOT	Federal DOI	ELF	SUT	CPA	General Fund	Interest Earnings	Levy
2021	16,201,767	700,000	3,400,000	1,100,174	-	560,000	-	600,000	5,000,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347
2022	19,085,801	-	3,400,000	1,100,174	1,700,034	-	5,244,000	300,000	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347
2023	11,841,767	-	3,400,000	1,100,174	-	-	-	-	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347
2024	13,541,801	-	3,400,000	1,100,174	1,700,034	-	-	-	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347
2025	11,841,767	-	3,400,000	1,100,174	-	-	-	-	2,500,000	1,000,000	1,516,913	1,133,333	1,000,000	191,347
Total	72,512,903	700,000	17,000,000	5,500,870	3,400,068	560,000	5,244,000	900,000	15,000,000	5,000,000	7,584,565	5,666,665	5,000,000	956,735

Summary by Category	Annual Cost	City	AOF	PTLF	RP Bonding	Other MC/State	Federal DOT	Federal DOI	ELF	SUT	CPA	General Fund	Interest Earnings	Levy
Planning	1,150,000	-	-	-	-	-	-	-	1,150,000	-	-	-	-	-
Acquisition	22,666,665	-	17,000,000	-	-	-	-	-	-	-	-	5,666,665	-	-
General	9,489,849	-	-	-	-	-	-	-	2,685,118	3,000,000	3,582,673	-	222,058	-
Greenway Development	23,036,738	700,000	-	3,300,522	-	-	5,244,000	900,000	4,218,015	2,000,000	3,751,892	-	2,539,615	382,694
Park Development	9,597,026	-	-	2,200,348	3,400,068	-	-	-	1,485,949	-	250,000	-	1,969,314	291,347
Natural Resources	6,572,625	-	-	-	-	560,000	-	-	5,460,918	-	-	-	269,013	282,694
Total	72,512,903	700,000	17,000,000	5,500,870	3,400,068	560,000	5,244,000	900,000	15,000,000	5,000,000	7,584,565	5,666,665	5,000,000	956,735

2021 - 2025 Buildings Capital Improvement Program

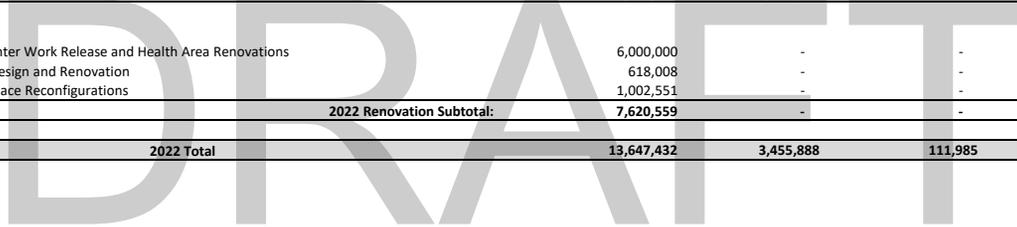


Project Number	Short Description	Project Title	Annual Cost	State-Bonding	DCC Construction Fund	County Funding	Total Project Cost
2021 Section							
INFRASTRUCTURE MAINTENANCE:							
B70041	Countywide Projects	Carpet Replacement Program	531,000	-	-	531,000	3,750,000
B70076	Countywide Projects	Miscellaneous Projects	185,000	-	-	185,000	1,480,000
B70054	Countywide Projects	Adjustable Work Stations	400,000	-	-	400,000	2,000,000
New	Countywide Projects	Roof Replacement Program	798,500	-	-	798,500	3,749,000
B70073	Countywide Projects	Special Assessments	20,000	-	-	20,000	160,000
B70074	Countywide Projects	Storm Water Improvements	25,000	-	-	25,000	200,000
B70040	Countywide Projects	Parking Lots Seal & Repair	112,000	-	-	112,000	1,097,500
New	Countywide Projects	Programmed Security Camera Replacement	187,000	-	-	187,000	187,000
B70072	Countywide Projects	Countywide Elevator Study and Phase 1 Improvements	110,000	-	-	110,000	770,000
New	Western Service Center	Western Service Center Chiller Rebuild	55,000	-	-	55,000	55,000
New	Countywide Projects	Accessibility Barrier Removal Program	250,000	-	-	250,000	2,500,000
New	Countywide Projects	Countywide Building Envelope Inspection Program	50,000	-	-	50,000	345,000
New	Countywide Projects	Countywide Security Improvement Program	100,000	-	-	100,000	200,000
New	Law Enforcement Center	LEC Mechanical Room Flooring	110,000	-	-	110,000	110,000
		JDC Air Handler Access Project	120,000	-	-	120,000	120,000
		LEC Laundry Equipment Replacement	175,000	-	-	175,000	175,000
		LEC Intake Garage Door Replacement	200,000	-	-	200,000	200,000
		LEC Housing Unit Replacement Finishes	540,000	-	-	540,000	540,000
		NSC Loading Dock and Fuel Storage Room Improvements	150,000	-	-	150,000	150,000
2021 Infrastructure Maintenance Subtotal:			4,118,500	-	-	4,118,500	
NEW CONSTRUCTION:							
New	Recycling Zone	Recycling Zone Study Implementation Plan	4,607,448	4,607,448	-	-	9,355,756
2021 New Construction Subtotal:			4,607,448	4,607,448	-	-	
RENOVATION:							
		Juvenile Service Center New Chance Kitchen Renovation	250,000	-	-	250,000	250,000
		Community Corrections Restroom Renovation	225,000	-	-	225,000	225,000
New	Countywide Projects	Community Services Operational Revisions	310,000	-	-	310,000	340,000
New	Law Enforcement Center	Law Enforcement Center Work Release and Health Area Renovations	2,200,000	-	-	2,200,000	14,300,000
New	Law Enforcement Center	Law Enforcement Center - Second Floor Renovations	110,000	-	-	110,000	120,000
B70056	Countywide Projects	Countywide Office Space Reconfigurations	483,350	-	-	483,350	9,272,673
2021 Renovation Subtotal:			3,578,350	-	-	3,578,350	
2021 Total			12,304,298	4,607,448	-	7,696,850	

2021 - 2025 Buildings Capital Improvement Program



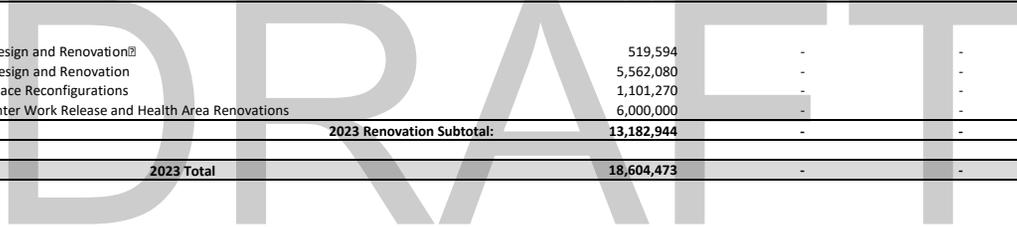
Project Number	Short Description	Project Title	Annual Cost	State-Bonding	DCC Construction Fund	County Funding	Total Project Cost
2022 Section							
INFRASTRUCTURE MAINTENANCE:							
B70041	Countywide Projects	Carpet Replacement Program	547,000	-	-	547,000	3,750,000
B70076	Countywide Projects	Miscellaneous Projects	185,000	-	-	185,000	1,480,000
New	Countywide Projects	Roof Replacement Program	315,000	-	-	315,000	3,749,000
B70073	Countywide Projects	Special Assessments	20,000	-	-	20,000	160,000
B70074	Countywide Projects	Storm Water Improvements	25,000	-	-	25,000	200,000
B70040	Countywide Projects	Parking Lots Seal & Repair	112,000	-	-	112,000	1,097,500
B70063	Countywide Projects	Open Office Space Sound Masking	800,000	-	-	800,000	3,480,000
B20024	Dakota Communications Center	Dakota Communications Center Programmed Equipment Replacement	111,985	-	111,985	-	280,910
B70072	Countywide Projects	Countywide Elevator Study and Phase 1 Improvements	110,000	-	-	110,000	770,000
New	Juvenile Services Center	Juvenile Service Center Generator Replacement	40,000	-	-	40,000	450,000
New	Countywide Projects	Accessibility Barrier Removal Program	250,000	-	-	250,000	2,500,000
New	Countywide Projects	Countywide Building Envelope Inspection Program	55,000	-	-	55,000	345,000
2022 Infrastructure Maintenance Subtotal:			2,570,985	-	111,985	2,459,000	
NEW CONSTRUCTION:							
New	Recycling Zone	Recycling Zone Study Implementation Plan	3,455,888	3,455,888	-	-	9,355,756
2022 New Construction Subtotal:			3,455,888	3,455,888	-	-	
RENOVATION:							
New	Law Enforcement Center	Law Enforcement Center Work Release and Health Area Renovations	6,000,000	-	-	6,000,000	14,300,000
New	Wentworth Library	Wentworth Library Design and Renovation	618,008	-	-	618,008	6,180,088
B70056	Countywide Projects	Countywide Office Space Reconfigurations	1,002,551	-	-	1,002,551	9,272,673
2022 Renovation Subtotal:			7,620,559	-	-	7,620,559	
2022 Total			13,647,432	3,455,888	111,985	10,079,559	



2021 - 2025 Buildings Capital Improvement Program



Project Number	Short Description	Project Title	Annual Cost	State-Bonding	DCC Construction Fund	County Funding	Total Project Cost
2023 Section							
INFRASTRUCTURE MAINTENANCE:							
B70041	Countywide Projects	Carpet Replacement Program	563,000	-	-	563,000	3,750,000
B70076	Countywide Projects	Miscellaneous Projects	185,000	-	-	185,000	1,480,000
New	Countywide Projects	Roof Replacement Program	372,000	-	-	372,000	3,749,000
B70073	Countywide Projects	Special Assessments	20,000	-	-	20,000	160,000
B70074	Countywide Projects	Storm Water Improvements	25,000	-	-	25,000	200,000
B70040	Countywide Projects	Parking Lots Seal & Repair	112,000	-	-	112,000	1,097,500
B70063	Countywide Projects	Open Office Space Sound Masking	800,000	-	-	800,000	3,480,000
New	Juvenile Services Center	Juvenile Service Center Generator Replacement	410,000	-	-	410,000	450,000
New	Countywide Projects	Accessibility Barrier Removal Program	250,000	-	-	250,000	2,500,000
New	Countywide Projects	Countywide Building Envelope Inspection Program	60,000	-	-	60,000	345,000
New	Law Enforcement Center	LEC Boiler Replacement	100,000	-	-	100,000	900,000
2023 Infrastructure Maintenance Subtotal:			2,897,000	-	-	2,897,000	
NEW CONSTRUCTION:							
New	Lebanon Ground Maintenance Shop	Lebanon Hills Grounds Maintenance Shop	843,711	-	-	843,711	6,106,197
New	South Maintenance Shop	South Grounds and Transportation Maintenance Shop	1,680,818	-	-	1,680,818	12,159,779
2023 New Construction Subtotal:			2,524,529	-	-	2,524,529	
RENOVATION:							
New	Robert Trail Library	Robert Trail Library Design and Renovation	519,594	-	-	519,594	5,195,540
New	Wentworth Library	Wentworth Library Design and Renovation	5,562,080	-	-	5,562,080	6,180,088
B70056	Countywide Projects	Countywide Office Space Reconfigurations	1,101,270	-	-	1,101,270	9,272,673
New	Law Enforcement Center	Law Enforcement Center Work Release and Health Area Renovations	6,000,000	-	-	6,000,000	14,300,000
2023 Renovation Subtotal:			13,182,944	-	-	13,182,944	
2023 Total			18,604,473	-	-	18,604,473	



2021 - 2025 Buildings Capital Improvement Program



Project Number	Short Description	Project Title	Annual Cost	State-Bonding	DCC Construction Fund	County Funding	Total Project Cost
2024 Section							
INFRASTRUCTURE MAINTENANCE:							
B70041	Countywide Projects	Carpet Replacement Program	580,000	-	-	580,000	3,750,000
B70076	Countywide Projects	Miscellaneous Projects	185,000	-	-	185,000	1,480,000
New	Countywide Projects	Roof Replacement Program	600,000	-	-	600,000	3,749,000
B70073	Countywide Projects	Special Assessments	20,000	-	-	20,000	160,000
B70074	Countywide Projects	Storm Water Improvements	25,000	-	-	25,000	200,000
B70040	Countywide Projects	Parking Lots Seal & Repair	112,000	-	-	112,000	1,097,500
B70063	Countywide Projects	Open Office Space Sound Masking	800,000	-	-	800,000	3,480,000
New	Countywide Projects	Accessibility Barrier Removal Program	250,000	-	-	250,000	2,500,000
New	Countywide Projects	Countywide Building Envelope Inspection Program	65,000	-	-	65,000	345,000
New	Law Enforcement Center	LEC Boiler Replacement	800,000	-	-	800,000	900,000
New	Administration Center	Administration Center Chiller Upgrade	60,000	-	-	60,000	60,000
New	Western Service Center	Western Service Center Cooling Tower Reconstruction	200,000	-	-	200,000	200,000
New	Western Service Center	Western Service Center Redundant Chiller Addition	500,000	-	-	500,000	500,000
New	Law Enforcement Center	LEC Chiller Upgrade	125,000	-	-	125,000	125,000
New	Northern Service Center	NSC Condensing Boiler Replacement	75,000	-	-	75,000	75,000
New	Historical Museum	Lawshe Memorial Museum Great Room RTU replacement	25,000	-	-	25,000	25,000
2024 Infrastructure Maintenance Subtotal:			4,422,000	-	-	4,422,000	
NEW CONSTRUCTION:							
New	Lebanon Ground Maintenance Shop	Lebanon Hills Grounds Maintenance Shop	3,008,913	-	-	3,008,913	6,106,197
New	South Maintenance Shop	South Grounds and Transportation Maintenance Shop	5,992,776	-	-	5,992,776	12,159,779
2024 New Construction Subtotal:			9,001,689	-	-	9,001,689	
RENOVATION:							
B70056	Countywide Projects	Countywide Office Space Reconfigurations	1,063,606	-	-	1,063,606	9,272,673
New	Robert Trail Library	Robert Trail Library Design and Renovation	4,675,946	-	-	4,675,946	5,195,540
New	Burnhaven Library	Burnhaven Library Design and Renovation	616,597	-	-	616,597	6,165,965
2024 Renovation Subtotal:			6,356,149	-	-	6,356,149	
2024 Total			19,779,838	-	-	19,779,838	

2021 - 2025 Buildings Capital Improvement Program



Project Number	Short Description	Project Title	Annual Cost	State-Bonding	DCC Construction Fund	County Funding	Total Project Cost
2025 Section							
INFRASTRUCTURE MAINTENANCE:							
B70041	Countywide Projects	Carpet Replacement Program	597,000	-	-	597,000	3,750,000
B70076	Countywide Projects	Miscellaneous Projects	185,000	-	-	185,000	1,480,000
New	Countywide Projects	Roof Replacement Program	500,000	-	-	500,000	3,749,000
B70073	Countywide Projects	Special Assessments	20,000	-	-	20,000	160,000
B70074	Countywide Projects	Storm Water Improvements	25,000	-	-	25,000	200,000
B70040	Countywide Projects	Parking Lots Seal & Repair	112,000	-	-	112,000	1,097,500
B70063	Countywide Projects	Open Office Space Sound Masking	800,000	-	-	800,000	3,480,000
New	Countywide Projects	Accessibility Barrier Removal Program	250,000	-	-	250,000	2,500,000
New	Countywide Projects	Countywide Building Envelope Inspection Program	70,000	-	-	70,000	345,000
2025 Infrastructure Maintenance Subtotal:			2,559,000	-	-	2,559,000	
NEW CONSTRUCTION:							
New	Lebanon Ground Maintenance Shop	Lebanon Hills Grounds Maintenance Shop	2,253,573	-	-	2,253,573	6,106,197
New	South Maintenance Shop	South Grounds and Transportation Maintenance Shop	4,486,185	-	-	4,486,185	12,159,779
2025 New Construction Subtotal:			6,739,758	-	-	6,739,758	
RENOVATION:							
B70056	Countywide Projects	Countywide Office Space Reconfigurations	1,094,764	-	-	1,094,764	9,272,673
New	Burnhaven Library	Burnhaven Library Design and Renovation	5,549,368	-	-	5,549,368	6,165,965
2025 Renovation Subtotal:			6,644,132	-	-	6,644,132	
2025 Total			15,942,890	-	-	15,942,890	

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2021 - 2025 Buildings Capital Improvement Program



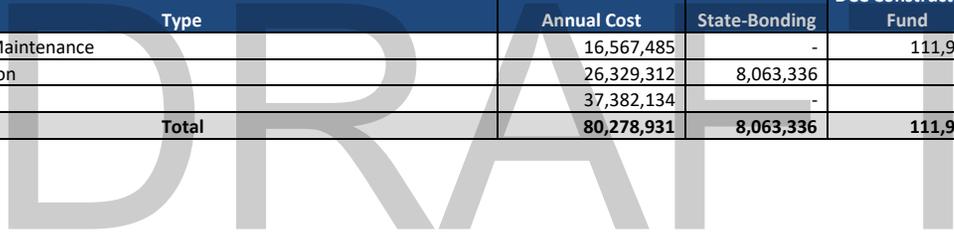
Project Number	Short Description	Project Title	Annual Cost	State-Bonding	DCC Construction Fund	County Funding	Total Project Cost
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Summary by year:

Year	Annual Cost	State-Bonding	DCC Construction Fund	County Funding
2021	12,304,298	4,607,448	-	7,696,850
2022	13,647,432	3,455,888	111,985	10,079,559
2023	18,604,473	-	-	18,604,473
2024	19,779,838	-	-	19,779,838
2025	15,942,890	-	-	15,942,890
Total	80,278,931	8,063,336	111,985	72,103,610

Summary by type:

Type	Annual Cost	State-Bonding	DCC Construction Fund	County Funding
Infrastructure Maintenance	16,567,485	-	111,985	16,455,500
New Construction	26,329,312	8,063,336	-	18,265,976
Renovation	37,382,134	-	-	37,382,134
Total	80,278,931	8,063,336	111,985	72,103,610



2021 - 2025 Environmental Resources Capital Improvement Program



Project Number	Project Title	Annual Cost	City of West St. Paul	Board of Water and Soil Resources	Environment and Natural Resources Trust Fund	Department of Employment and Economic Development	Environmental Legacy Fund	Total Project Cost
2021 Section								
NEW	Wetlands and Water Retention	1,800,000	-	1,000,000	-	-	800,000	7,200,000
NEW	Water Quality Capital Projects	350,000	-	-	-	-	350,000	2,700,000
NEW	Thompson Oaks Wetland Restoration, Water Quality Improvement, Contamination Remediation, and Greenway Enhancement Project	1,760,000	580,000	-	-	300,000	880,000	1,655,000
NEW	Environmental Assessment and Remediation	500,000	-	-	-	-	500,000	3,000,000
2021 Total		4,410,000	580,000	1,000,000	-	300,000	2,530,000	
2022 Section								
NEW	Land Acquisition and Restoration	4,000,000	-	-	3,200,000	-	800,000	8,000,000
NEW	Water Quality Capital Projects	350,000	-	-	-	-	350,000	2,700,000
NEW	Environmental Assessment and Remediation	500,000	-	-	-	-	500,000	3,000,000
2022 Total		4,850,000	-	-	3,200,000	-	1,650,000	
2023 Section								
NEW	Wetlands and Water Retention	1,800,000	-	1,000,000	-	-	800,000	7,200,000
NEW	Water Quality Capital Projects	350,000	-	-	-	-	350,000	2,700,000
NEW	Environmental Assessment and Remediation	500,000	-	-	-	-	500,000	3,000,000
2023 Total		2,650,000	-	1,000,000	-	-	1,650,000	
2024 Section								
NEW	Land Acquisition and Restoration	4,000,000	-	-	3,200,000	-	800,000	8,000,000
NEW	Water Quality Capital Projects	350,000	-	-	-	-	350,000	2,700,000
NEW	Environmental Assessment and Remediation	500,000	-	-	-	-	500,000	3,000,000
2024 Total		4,850,000	-	-	3,200,000	-	1,650,000	
2025 Section								
NEW	Land Acquisition and Restoration	-	-	-	-	-	-	8,000,000
NEW	Wetlands and Water Retention	1,800,000	-	1,000,000	-	-	800,000	7,200,000
NEW	Water Quality Capital Projects	350,000	-	-	-	-	350,000	2,700,000
NEW	Environmental Assessment and Remediation	500,000	-	-	-	-	500,000	3,000,000
2025 Total		2,650,000	-	1,000,000	-	-	1,650,000	

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2021 - 2025 Environmental Resources Capital Improvement Program



Project Number	Project Title	Annual Cost	City of West St. Paul	Board of Water and Soil Resources	Environment and Natural Resources Trust Fund	Department of Employment and Economic Development	Environmental Legacy Fund	Total Project Cost
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Year	Annual Cost	City of West St. Paul	Board of Water and Soil Resources	Environment and Natural Resources Trust Fund	Department of Employment and Economic Development	Environmental Legacy Fund
2021	4,410,000	580,000	1,000,000	-	300,000	2,530,000
2022	4,850,000	-	-	3,200,000	-	1,650,000
2023	2,650,000	-	1,000,000	-	-	1,650,000
2024	4,850,000	-	-	3,200,000	-	1,650,000
2025	2,650,000	-	1,000,000	-	-	1,650,000
Total	19,410,000	580,000	3,000,000	6,400,000	300,000	9,130,000

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2021 - 2025 Data Networks Capital Improvement Program



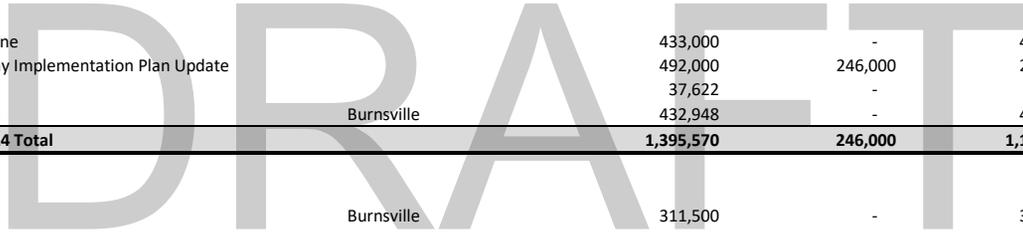
Project Number	Project Title	Annual Cost	County Funds	Total Project Costs
<u>2021 Section</u>				
New	Dakota Broadband Joint Projects	1,100,000	1,100,000	1,100,000
2021 Total		1,100,000	1,100,000	
<u>2022 Section</u>				
New	Dakota Broadband Projects	1,100,000	1,100,000	4,400,000
2022 Total		1,100,000	1,100,000	
<u>2023 Section</u>				
New	Dakota Broadband Projects	1,100,000	1,100,000	4,400,000
2023 Total		1,100,000	1,100,000	
<u>2024 Section</u>				
New	Dakota Broadband Projects	1,100,000	1,100,000	4,400,000
2024 Total		1,100,000	1,100,000	
<u>2025 Section</u>				
New	Dakota Broadband Projects	1,100,000	1,100,000	4,400,000
2025 Total		1,100,000	1,100,000	

Year	Annual Cost	County Funds
2021	1,100,000	1,100,000
2022	1,100,000	1,100,000
2023	1,100,000	1,100,000
2024	1,100,000	1,100,000
2025	1,100,000	1,100,000
Total	5,500,000	5,500,000

2021 - 2025 Regional Rail Capital Improvement Program



JL Key	Project Title	City Location	Annual Cost	Minnesota Department of Transportation	Regional Rail Authority Funds	Total Project Cost	Lead Agency
<u>2021 Section</u>							
NEW	Reimburse Transportation Operations		32,500	-	32,500	179,581	
NEW	METRO Orange Line - Phase I (Operations)	Burnsville	30,000	-	30,000	1,293,831	Met Council
2021 Total			62,500	-	62,500		
<u>2022 Section</u>							
RR00004	Bicycle and Pedestrian Improvements - METRO Red Line (AV)	Apple Valley, Eagan	98,000	-	98,000	98,000	City of Apple Valley
NEW	Reimburse Transportation Operations		34,125	-	34,125	179,581	
NEW	METRO Orange Line - Phase I (Operations)	Burnsville	416,182	-	416,182	1,293,831	Met Council
2022 Total			548,307	-	548,307		
<u>2023 Section</u>							
NEW	Reimburse Transportation Operations		35,831	-	35,831	179,581	
NEW	METRO Orange Line - Phase I (Operations)	Burnsville	414,701	-	414,701	1,293,831	Met Council
2023 Total			450,532	-	450,532		
<u>2024 Section</u>							
NEW	Cliff Road Walk-up Station - METRO Red Line		433,000	-	433,000	649,500	Met Council
NEW	METRO Red Line/ Cedar Avenue Transitway Implementation Plan Update		492,000	246,000	246,000	492,000	Dakota County
NEW	Reimburse Transportation Operations		37,622	-	37,622	179,581	
NEW	METRO Orange Line - Phase I (Operations)	Burnsville	432,948	-	432,948	1,293,831	Met Council
2024 Total			1,395,570	246,000	1,149,570		
<u>2025 Section</u>							
RR00002	METRO Orange Line Extension	Burnsville	311,500	-	311,500	611,500	Met Council
NEW	Cliff Road Walk-up Station - METRO Red Line	Eagan	216,500	-	216,500	649,500	Met Council
NEW	Reimburse Transportation Operations		39,503	-	39,503	179,581	
2025 Total			567,503	-	567,503		



Year	Annual Cost	Minnesota Department of Transportation	Regional Rail Authority Funds
2021	62,500	-	62,500
2022	548,307	-	548,307
2023	450,532	-	450,532
2024	1,395,570	246,000	1,149,570
2025	567,503	-	567,503
Total	3,024,412	246,000	2,778,412



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There are no new projects requested for Byllesby Dam for 2021 - 2025

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

RESOLUTION NO. 20-

**RESOLUTION SUPPORTING THE DAKOTA COUNTY DRAFT CAPITAL
IMPROVEMENTS PROGRAM AND FUTURE PROJECTS WITHIN WEST ST. PAUL**

WHEREAS, for its meeting of October 12, 2020, the West St. Paul City Council received the draft 2021-2025 County Capital Improvements Program (CIP); and

WHEREAS, projects identified within the CIP are supported by the West St. Paul City Council as follows:

1. Trail gap funding in 2021 and 2024 to the extent that these allocations include high priority gaps within West St. Paul denoted within the County plans as priorities 2,3,6,7, and 19
2. Renovation of the Wentworth Library in 2023
3. Completion of the Thompson Oaks Wetland Reclamation project in 2021
4. Carryover of the 2020 Thompson County Park project into 2021
5. Reconstruction of CSAH 63 (Delaware) in 2023-2025

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the above projects within Dakota County capital plans are hereby supported. Further, that the West St. Paul City Council supports inclusion within the plan for the 2023 jurisdictional classification change of CR 6 in order to facilitate further discussions of that County proposed jurisdictional transfer and of the proposed 2023 County and/or Federal funding of the Oakdale/Thompson Roundabout and the multi-use trail project proposed for Oakdale in 2023. Further, that the City Council supports the regional railway through Garlough/Marthaler Parks; further, that the City Council looks forward to collaboration with the County on the proposed BRT transit line from the Northern Service Center, thence north on Robert Street.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 12th day of October 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
 Through: **Ryan Schroeder, City Manager**
 From: **Melissa Sonnek, City Planner**
 Date: **October 12, 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:

1015 Christensen Avenue (Single Family – Renewal)
 157 Butler Avenue East (Single Family – Renewal)
 315 Hurley Street West (Single Family – Renewal)
 808 Dodd Road (Single Family – Renewal)
 195 Kathleen Drive (Single Family – Renewal)
 369 Stanley Street East (Single Family – Renewal)
 1004 Cherokee Avenue (Single Family – Renewal)
 1201 Charlton Street (Single Family – Renewal)

FISCAL IMPACT:

		Amount
Fund:		\$320
Department:		
Account:		

STAFF RECOMMENDATION:

Staff recommends City Council approve the Rental License applications.

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Kori Land, City Attorney**
Date: **October 12, 2020**

Access Deed – Blockbuster Site

BACKGROUND INFORMATION:

In order for Roers to close title issues, we need to remove a restriction on access that the City placed on the Blockbuster site when the City did the condemnation for the Robert Street project. The restriction removed access to Robert Street from the south 60 feet of the Blockbuster site, which is where Roers has placed its driveway access to Robert Street. To remove the restriction, the City needs to quit claim that right of access to Roers.

FISCAL IMPACT: None

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve the execution of the attached Quit Claim Deed, subject to minor modification by the City Attorney.

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Business Entity

DEED TAX DUE: \$1.65

DATE: _____

FOR VALUABLE CONSIDERATION, **City of West St. Paul, a Minnesota municipal corporation** (“Grantor”), hereby conveys and quitclaims to **Roers West St. Paul Apartments Owner LLC, a limited liability company** under the laws of **Delaware** (“Grantee”), real property in **Dakota** County, Minnesota, legally described as follows:

All right of access, being the right of ingress to and egress from the southerly 60 feet of Lots 3 and 4, Block 1, City Center Addition, according to the recorded plat thereof, Dakota County, Minnesota, to Robert Street.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

TOTAL CONSIDERATION IS LESS THAN \$500.00

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor
City of West St. Paul

By: _____

David J. Napier
Its: Mayor

By: _____

Ryan Schroeder
Its: City Manager

State of Minnesota, County of **Dakota**

This instrument was acknowledged before me on _____, by **David J. Napier as Mayor** and by **Ryan Schroeder as City Manager** of the **City of West St. Paul, a Minnesota municipal corporation**.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Korine L. Land, #262432
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
TITLE NOT EXAMINED

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Roers West St. Paul Apartments Owner LLC
110 Chestnut Lane, Suite 120
Minnetonka, MN 55305

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Ross Beckwith, Public Works & Parks Director/City Engineer**
Date: **October 12, 2020**

Special Benefits Appraisal for 2022 Street Improvements Project 22-1

BACKGROUND INFORMATION:

The 2022 Street Improvements Project includes reconstruction of Crusader Avenue from Bidwell Street to Robert Street and the Humboldt Avenue cul-de-sac. This full street reconstruction includes new watermain. This project will be assessed in accordance with the City's Public Improvement and Special Assessment Policy. It is standard practice to get a special benefits appraisal completed at the front of assessed projects.

FISCAL IMPACT:

Engineering staff recently solicited proposals from three appraisal companies. Two companies, BRKW and Patchin Messner submitted proposals. Patchin Messner submitted a cost range, while BRKW submitted for a fixed price of \$9,500, which was less than the top range of Patchin Messner. BRKW successfully provided the City a special benefits appraisal for the 2019 and 2020 Street Improvements Projects.

STAFF RECOMMENDATION:

Staff recommends that City Council award a contract to BRKW, Inc. for special benefit appraisal services for City Project 22-1 in the amount of \$9,500.

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Ross Beckwith, Public Works & Parks Director/City Engineer**
Date: **October 12, 2020**

Consultant Contract for Storm Water Pond Maintenance City Project 18-7

BACKGROUND INFORMATION:

As part of the City's MS-4 storm water permit, staff inspects our storm water ponds for sediment build up, inlet/outlet pipe integrity, vegetation, etc. Once a pond loses enough volume due to sediment build up, it no longer become effective in treating storm water and acts more like a pipe simply passing the water through. There are two ponds in particular, north and south of Emerson Avenue near Sperl Street, which have excessive sediment build up and need excavation.

In 2018, plans and specifications were put together by WSB for a pond maintenance project (excavation of sediment), City Project 18-7. Quotes for construction were received in 2019, but came in higher than budget allowed and the project was tabled.

The 2020 Capital Improvements Program has funding for storm water pond cleaning. It is proposed to contract with WSB to add scope to the existing plan set, taking out more sediment and removing trees along the south side Emerson Avenue adjacent to the pond. With this new WSB contract, the old contract will be void as there was also construction administration in that proposal which never occurred.

FISCAL IMPACT:

The 2021 Capital Improvements Program has \$200,000 programmed for storm water pond cleaning. WSB's new contract would be for \$9,500. The construction contract is anticipated to be less than \$150,000.

STAFF RECOMMENDATION:

Staff recommends that City Council award a contract to WSB for engineering and construction services for City Project 18-7 for \$9,500.

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **October 12, 2020**

Support of the Robert/Rice Street BRT Route Designation and Funding

BACKGROUND INFORMATION:

At the August 31, 2020 OCWS, Council discussed transit policy for West St. Paul. Included was that Robert Street has been selected as one of eleven transit routes competing for designation as the next Bus Rapid Transit (BRT) route. Enclosed, please find a flyer prepared by Ramsey County regarding this route.

Following the OCWS discussion, it is proposed that Council document its position regarding the Robert/Rice Street BRT route designation. Enclosed is a resolution for your consideration.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

By motion approve the enclosed resolution supporting the Robert/Rice Street BRT route.

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

RESOLUTION NO. 20-

**RESOLUTION SUPPORTING THE ROBERT STREET/RICE STREET BRT LINE
DESIGNATION AND SELECTION FOR FUNDING**

WHEREAS, the Robert Street/Rice Street corridor has been designated by the Metropolitan Council as one of eleven corridors to be considered for a future Bus Rapid Transit (BRT) route; and

WHEREAS, this corridor includes many areas of concentrated poverty which is reflected in the State and Federal designation of Opportunity Zones including both sides of Robert Street within West St. Paul; and

WHEREAS, in 2019-20 the City of West St. Paul has approved 1,045 multi-family housing units along the Robert Street Corridor of which 70% are affordable housing units; and

WHEREAS, within this corridor more than 50% of residents identify as persons of color; and

WHEREAS, transit service on Robert and Rice streets is currently not adequate including that existing service does not reliably reach important destinations such as grocery stores and large employers; and

WHEREAS, construction disruption could be minimized and cost efficiencies could be gained if coordinated with Rice Street reconstruction which will occur in stages between 2022 and 2024, Robert Street reconstruction in St. Paul between 2024 and 2025 and downtown St. Paul Robert Street reconstruction for the Rush Line between 2024 and 2026; and

WHEREAS, this route is an important corridor for both jobs and social services including the main service hubs for both Ramsey and Dakota Counties and multiple employers on both Robert and Rice streets; and

WHEREAS, selection of the Robert/Rice corridor addresses current inequity in transit service as the only BRT line planned to date that serves counties other than Hennepin or Ramsey and the only BRT line planned to date is not focused directly on Hennepin County, and serves at least four suburban communities with the potential to serve a fifth which is more than any of the other ten route options; and

WHEREAS, the Robert/Rice corridor integrates seamlessly with the rest of the regional transit network;

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the Metropolitan Council and its transit planners and transit partners are hereby urged to support the Robert Street/Rice Street transit corridor as the next Bus Rapid Transit corridor.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 12th day of October 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

October 7, 2020

Metro Transit Network Next Team
560 Sixth Ave N
Minneapolis, MN 55411

Via email

On August 31, 2020, the West St. Paul City Council held a workshop to discuss transit within the community, including the proposed Bus Rapid Transit (BRT) Network Next project. From that discussion, the enclosed resolution has been prepared for consideration at the regular October 12, 2020 meeting of the City Council. This same resolution was provided to the City Council on October 2, 2020, in order for Council to provide feedback to Staff should there be any questions or concerns, given that our meeting date is beyond the public process termination date of Network Next.

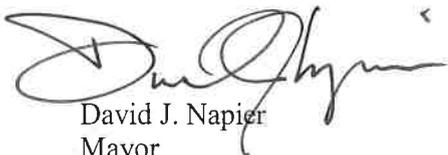
On behalf of the West St. Paul City Council and as Mayor of the City of West St. Paul, I hereby present the enclosed resolution as support for the Robert Street/Rice Street corridor as the next BRT route within the Twin Cities Metro.

West St. Paul is less than two miles south of downtown St. Paul via Robert Street. Even so, the current transit service to/from this community is not as consistent as might be anticipated this close to the downtown core. Furthermore, a significant portion of our community would typically be transit users with regular access to transit services. Moreover, recognizing the need for additional housing within the greater community, the West St. Paul City Council has approved over 1,000 housing units which will be constructed over the next two years. The preponderance of this housing is affordable, which likely means additional transit users will be living within these housing units, all of which are essentially adjacent to Robert Street.

The City of West St. Paul recently completed an upgrade to State Highway 3 (Robert Street). With similar improvements programmed within the City of St. Paul, now is the perfect time to coordinate BRT planning in coordination with infrastructure planning along the Robert/Rice transit corridor.

It is without hesitation that I hereby implore the Network Next project team to provide positive consideration of the Robert/Rice Street corridor as the next Bus Rapid Transit corridor for the Twin Cities metro.

Respectfully Submitted,



David J. Napier
Mayor
City of West St. Paul

Rice-Robert Arterial Bus Rapid Transit

Little Canada – Roseville – Maplewood – Saint Paul – West Saint Paul

The Rice-Robert Project is a proposed 11-mile Arterial Bus Rapid Transit (ABRT) line roughly along Rice St and Robert St, serving the communities of Little Canada, Roseville, Maplewood, Saint Paul, and West Saint Paul.

Rice-Robert ABRT would serve a wide variety of communities, from the jobs and destinations of downtown Saint Paul to many of the poorest and most transit-dependent neighborhoods in the East Metro. Both Rice St and Robert St are home to a wide variety of destinations ranging from a dozen schools and numerous parks to the State Capitol and the main service centers of Ramsey and Dakota Counties. It would also connect to numerous existing or planned transit improvements, including METRO Green Line, METRO Gold Line, Rush Line, Riverview, and METRO B Line on Selby.

Rice-Robert ABRT is being considered for study and implementation as the METRO F Line in 2025. This timeline coincides with three major investments by state and local partners along the Rice-Robert corridor:

- **Rice St Visioning Project (2022-24):** Rice St from Pennsylvania Ave to Wheelock Pkwy is the subject of the ongoing Rice St Visioning Study, which will reimagine and redesign the corridor. Construction on the corridor between Pennsylvania and County Road B is scheduled to begin in phases in 2022.
- **Rush Line Project (2024-26):** Rush Line is a proposed BRT project from downtown Saint Paul to White Bear Lake. Rush Line would co-locate with Rice-Robert BRT from 12th St to 5th St in downtown Saint Paul.
- **Hwy 3/Robert Street Project (2025-26):** MnDOT and the City of Saint Paul are planning significant work along Robert St, with planning and engagement ongoing. Construction is anticipated in 2025 or 2026.

Coordinating planning and construction for Rice-Robert ABRT with these projects would increase cost efficiency, reduce construction impacts on the Rice St and Robert St business corridors, and allow for integrated planning between these various efforts.



46%

Percentage of the route through areas of concentrated poverty where at least half the residents are people of color

11

Miles of bus rapid transit through the five cities.

22

Approximate number of stations along the route.

30%+

Ridership increase seen on other regional ABRT projects.

39,276

Number of residents of areas along the route of concentrated poverty where at least half the residents are people of color

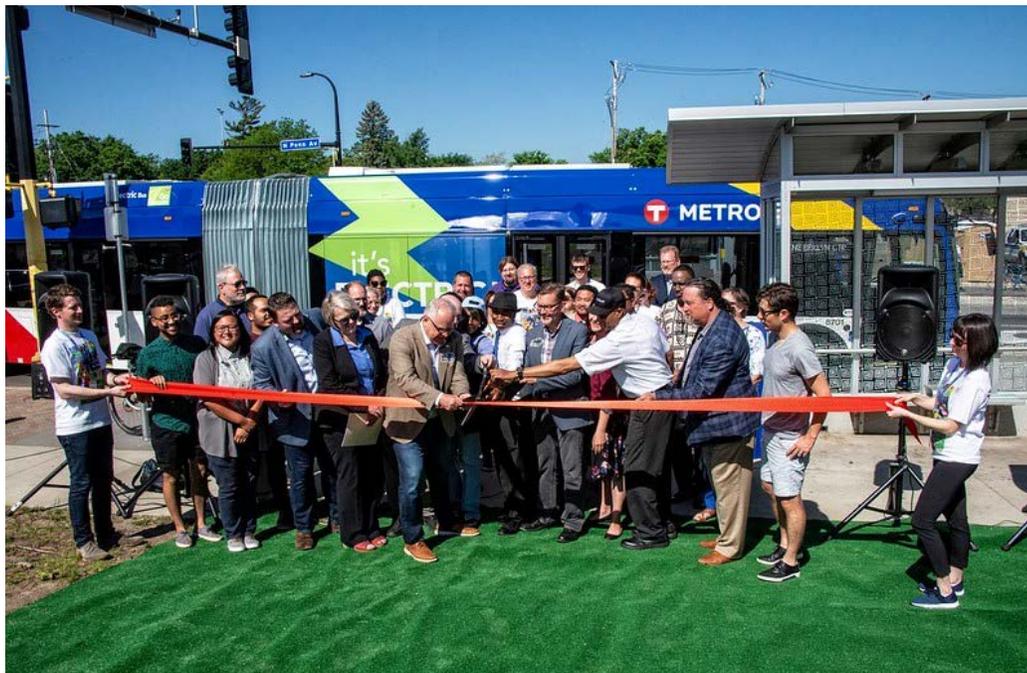
Network Next Process Update and BRT Screening

Transportation Advisory Board

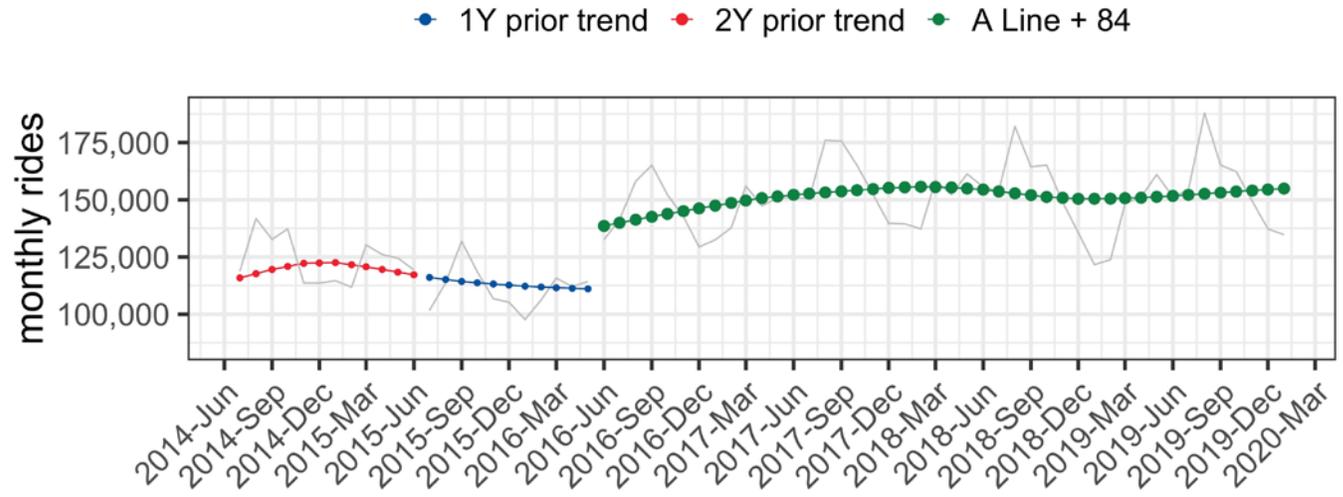
August 19, 2020

Role of Regional Solicitation Funding in BRT

- Builds project momentum through early investment
- Helps leverage project development investment
- Leverages other project investment to fully fund BRT lines

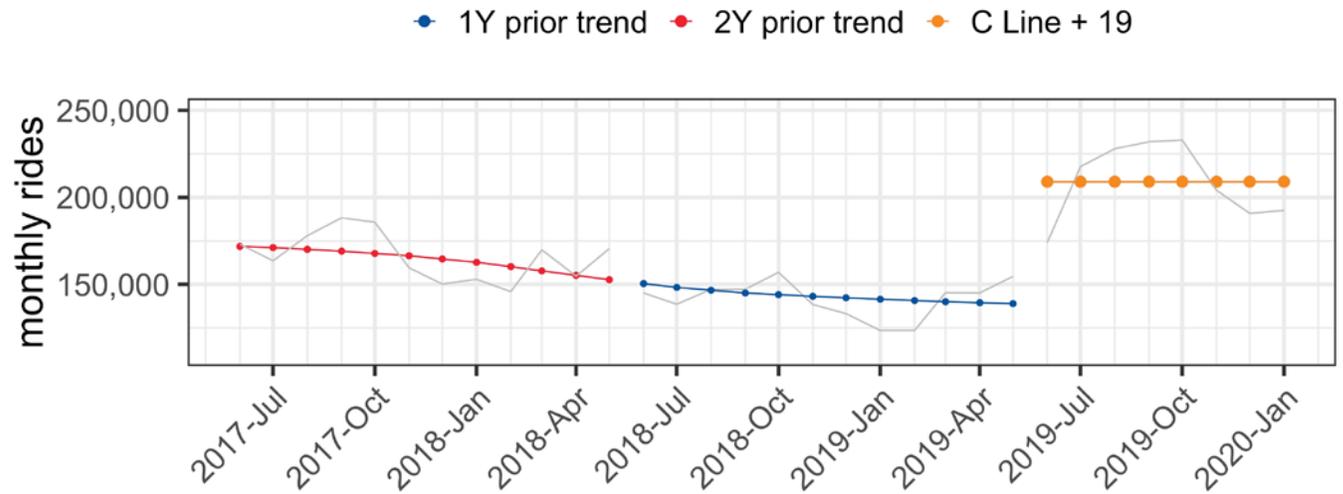


Investments in BRT lead to success



• A Line

- +30% year 1
- continued growth trend

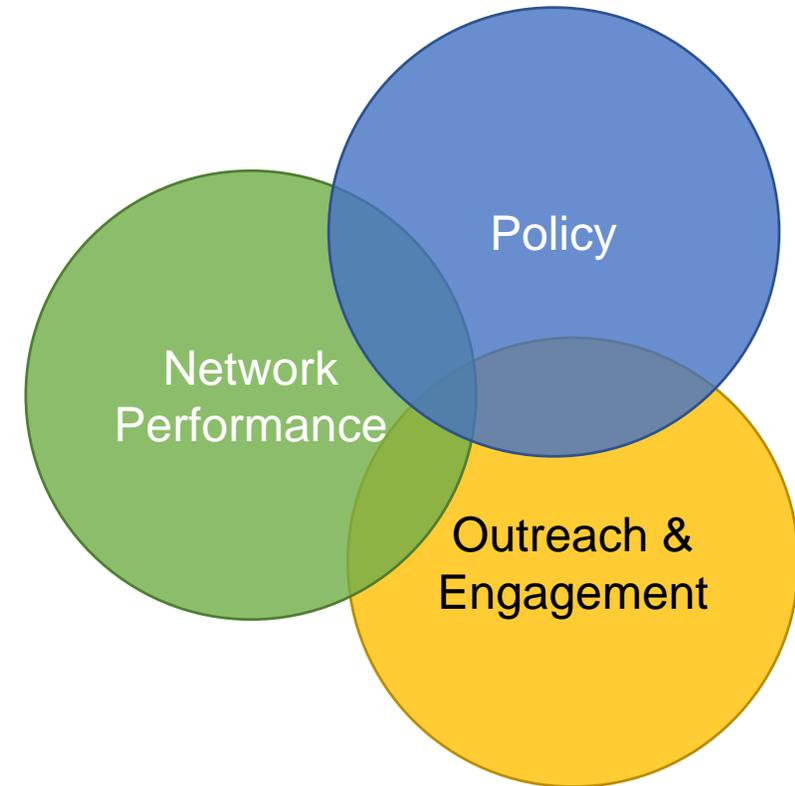


• C Line

- more than 30% higher
- will be top 5 bus route

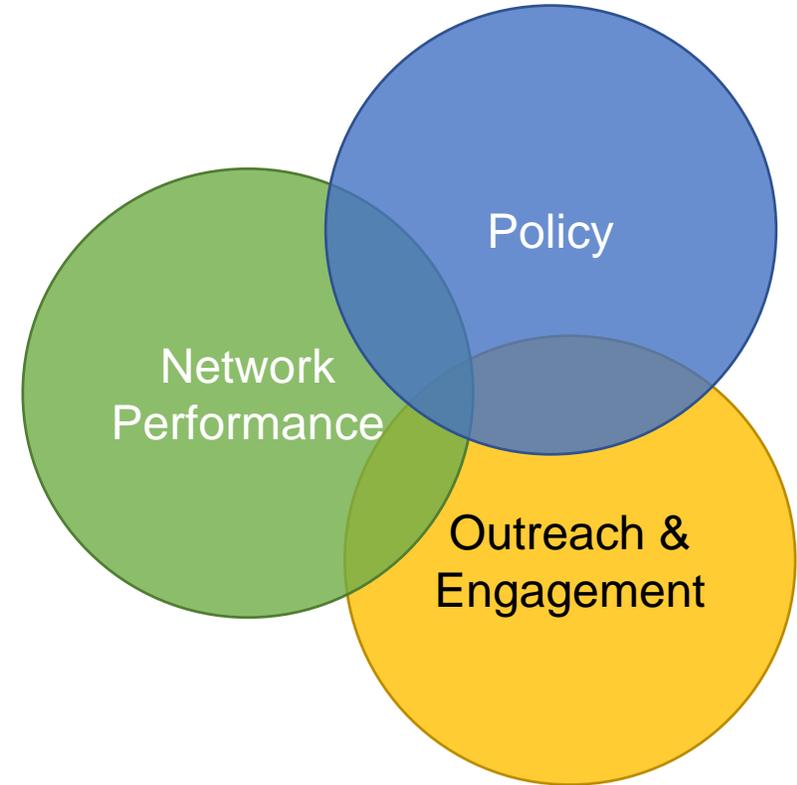
What is Network Next?

- A 20-year vision for the future...
 - Centered on Metro Transit's bus network
 - Focused on improving and expanding the existing bus network
 - Organized around incremental investment and implementation
 - Requiring additional resources to implement
- Directed by a Guiding Framework
 - Based on **Metropolitan Council policy**
 - Informed by **performance of our current network**
 - Grounded in the experience of our **riders and the communities we serve**



Evolving Outreach Circumstances

- Ongoing COVID-19 pandemic limitations impact most engagement
- Increased expectations for authentic and robust community engagement in decisions
- Broader conversation needed beyond Network Next and BRT planning in 2020, before BRT plans proceed to public discussion and review

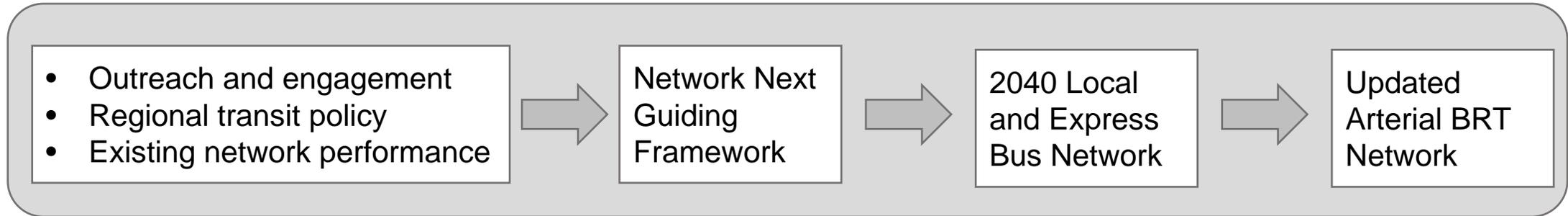


Proposed Process Adaptations

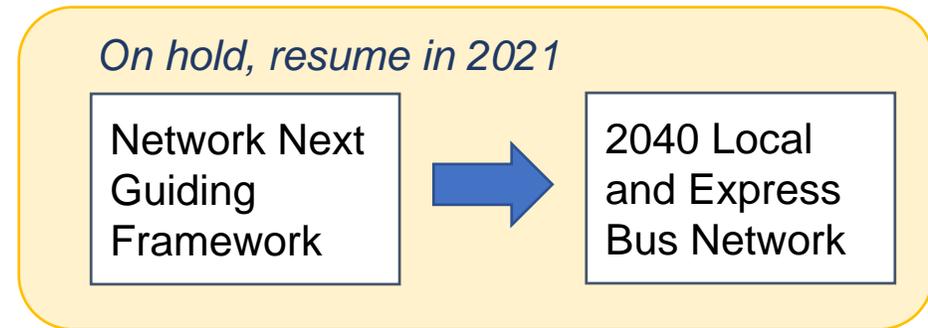
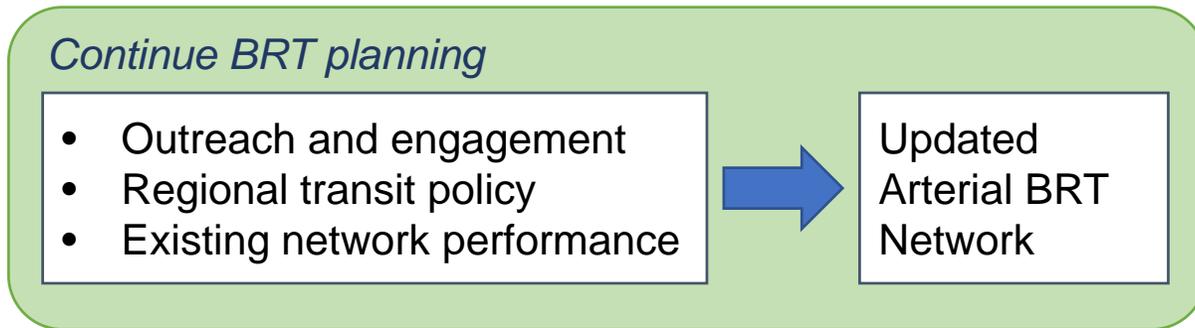
- Develop expanded community engagement response to combined current challenges facing the transit system
- Hold development of draft Guiding Framework and Local and Express Bus Network until 2021
- Continue development of updated arterial BRT network to identify F Line for TAB Regional Solicitation funding
 - Based on existing policy, bus network performance, and outreach and engagement

Proposed Process Adaptations

Network Next process as previously planned



Network Next process, adapted



TAB Request

- Request TAB defer selection of F Line from December 2020 to April 2021
 - August 2020
 - Share initial corridors, screening criteria, and corridors to advance (top ~10)
 - December 2020
 - Share top tier (top 3-4) of corridors with TAB at Regional Solicitation selection
 - TAB allocates \$25 million for F Line during regional project selection
 - April 2021
 - Share public engagement results with TAB
 - TAB confirms F Line project
 - Incorporate in draft 2022-2025 TIP
- August TAB Information Item
- September TAB Action Transmittal

Engagement Opportunities in BRT Planning

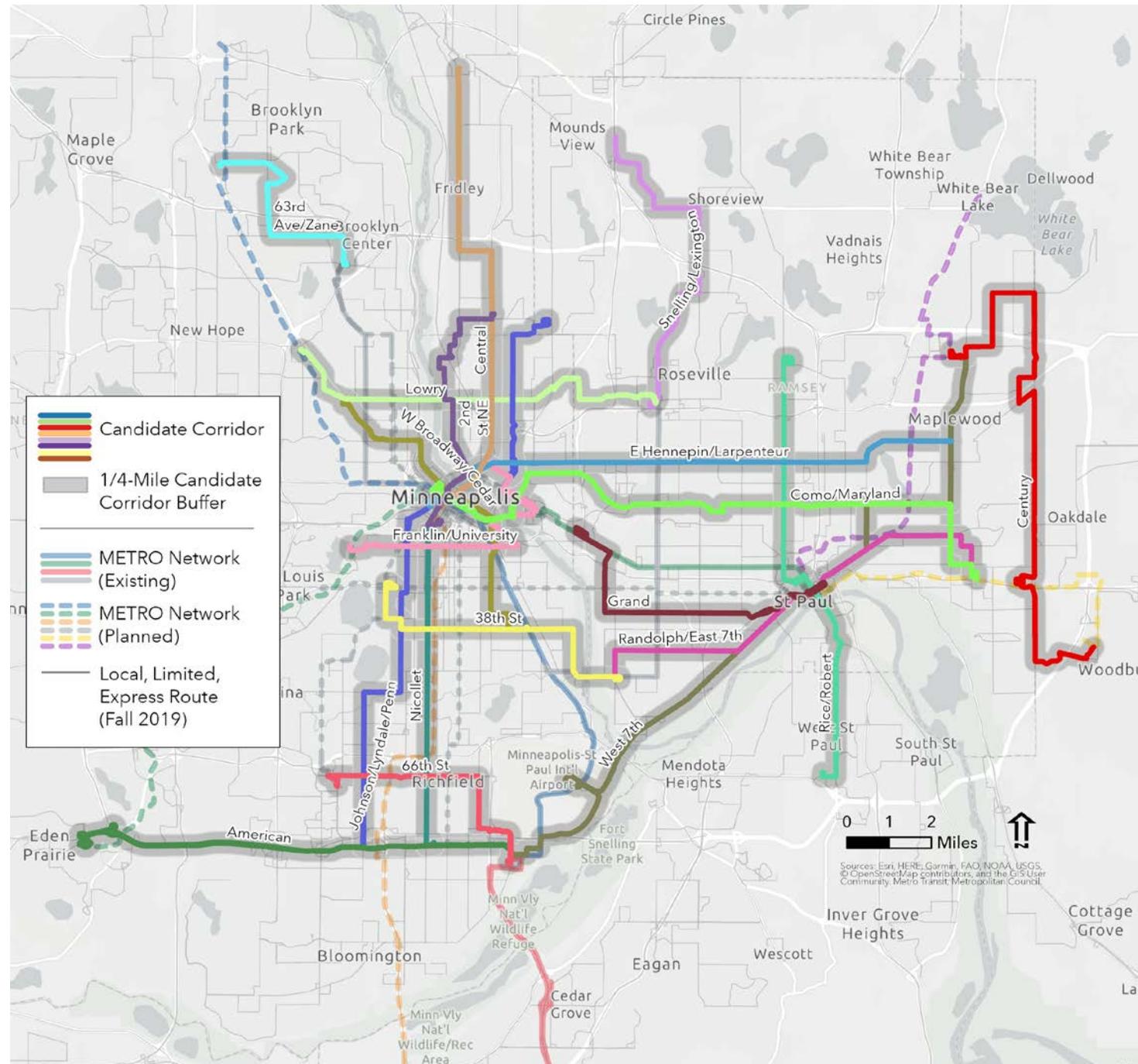
Phase	Current Schedule- TAB Selection December 2020	Proposed- TAB Selection March 2021
Listening and Learning Through Crises: Summer 2020 Community Engagement	N/A Schedule requires BRT-only engagement with minimal context	July-Aug 2020 Sets context for broader challenges and listening, enables BRT-specific conversation to proceed smoothly
BRT Corridor Screening	2 weeks Aug 2020 Limited feedback concurrent with BRT concept development	6 weeks beginning Aug 2020 Feedback on criteria and top corridors shape corridors chosen for BRT concept development
BRT Corridor Development and Evaluation	3 weeks Late Sept 2020 Limited to comments on evaluation prior to F Line selection	7 weeks Dec 2020 into Feb 2021 Begins with Dec 2020 presentation of top tier candidates, input shapes both tiers and priorities
Selection of F Line BRT Corridor from Top Tier Candidates	1 week Mid-Oct 2020 Posted week prior to Transportation Committee action to select F Line	5 weeks Feb-Mar 2021 Enables substantial input on selection of F Line from top tier of candidate corridors

Engagement Opportunities in BRT Planning

- More closely aligns with TABs outreach and public engagement goals
- Allows for more meaningful engagement on how the advanced corridors should be evaluated and prioritized
- Allows for opportunity to shape selection of F Line from top tier candidates

Candidate BRT corridors

- 19 Candidate Corridors identified
- Based on:
 - Initial outreach and engagement
 - Met Council policy
 - Existing network performance
- Identified from:
 - High-Frequency Network
 - High ridership corridors
 - Previously studied corridors
 - Network balance



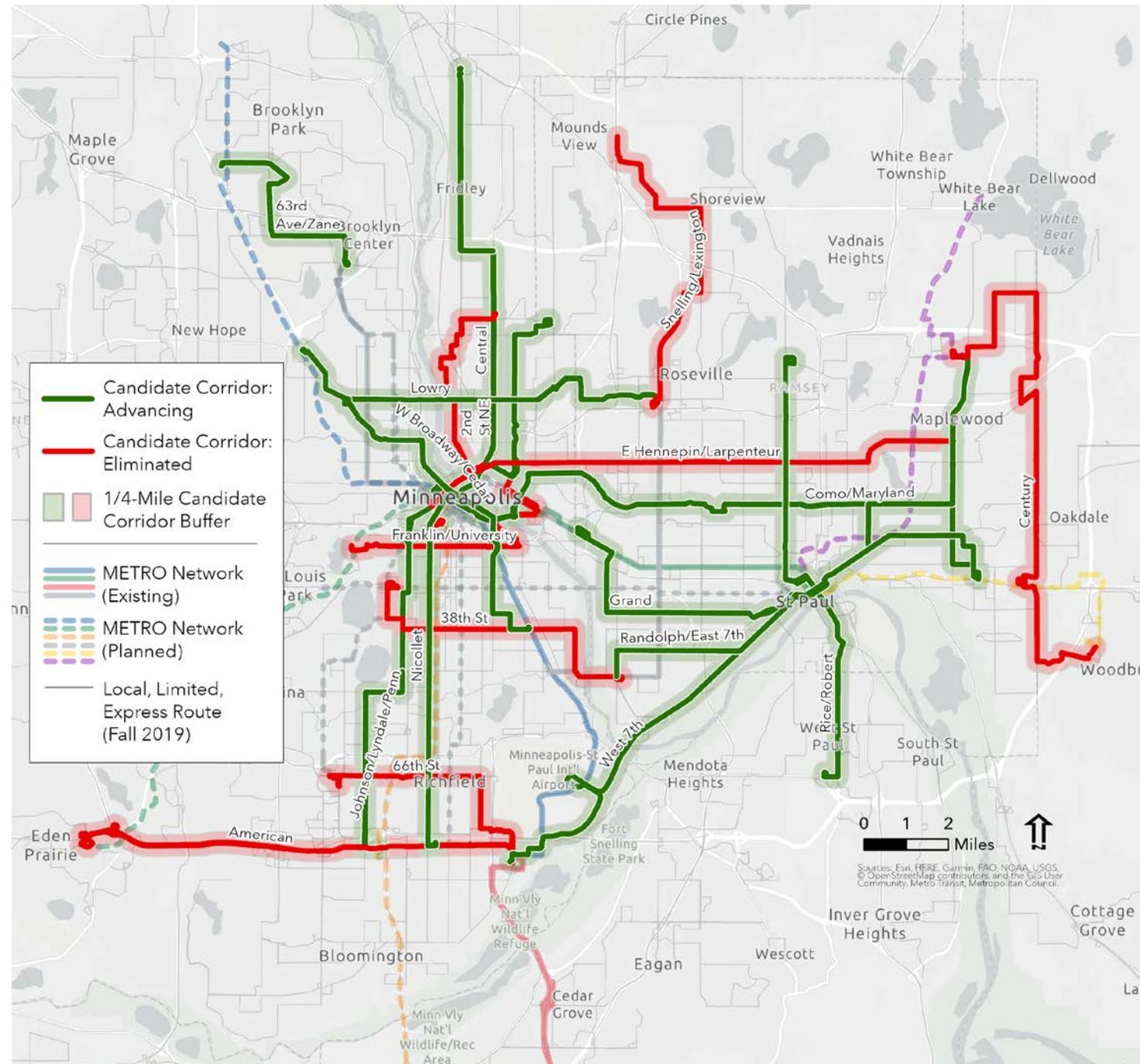
Screening criteria

Ensure the Long-Term Sustainable Growth of the Bus Network	Build on Success to Grow Ridership	Design a Network that Supports a Transit-Oriented Lifestyle		Advance Equity and Reduce Regional Racial Disparities
Average Midday Service Levels Compared to BRT	Average Daily Corridor Boardings	Corridor Propensity to Use Transit	Planned Land Use	POC and People Experiencing Poverty on Underlying Route
10%	30%	20%	10%	30%

- Following quantitative screening, corridors were evaluated for suitability for BRT service design based on additional qualitative factors:
 - Role of underlying route in the existing network
 - How people currently use transit in the corridor
 - Underlying route design
 - Regional balance

BRT Corridors to advance

- 11 corridors identified to advance
- Balanced across region
- Balanced across role in network



BRT Corridors to advance

Corridor	Terminals	Underlying Route
63rd Ave / Zane	Starlite to BCTC	724
Central Ave	Dt Mpls to Northtown TC	10
Como / Maryland	Dt Mpls to Sun Ray TC	3
Grand Ave	Westgate to Dt Stp	63
Johnson / Lyndale / Penn	Silver Lake Village to 82nd/Knox	4
Lowry	Robbinsdale TC to Rosedale TC	32
Nicollet	Dt Mpls to American Blvd	18
Randolph / East 7th	Ford Pkwy to Sun Ray TC	74
Rice / Robert	North Dakota Co Svc Ctr to Little Canada TC	62/68
West 7th Street	Maplewood Mall TC to MOA	54
West Broadway / Cedar	Robbinsdale TC to 38th Street Station	22/14
2nd Street NE	Dt Mpls to CHTC	11
38th Street	UPTS to Cleveland/Ford Pkwy	23
66th Street	Southdale TC to MOA	515
American Boulevard	MOA to SouthWest Station	542
Century Avenue	Woodbury Theatre to Maplewood Mall	219
East Hennepin / Larpenteur	Dt Mpls to White Bear Ave	61
Franklin / University	21st St Station to 8th St/Central	2
Snelling / Lexington	Rosedale TC to TCAAP	225

Next Steps

- BRT corridor development and evaluation of 11 advanced corridors
 - Sort 11 corridors into tiers prioritized for implementation
- Selection of F Line BRT corridor from top tier of candidates
- Outreach and engagement around 11 advanced corridors to begin late August
 - Open comments on advanced corridors
 - Input on evaluation and prioritization
 - How should we select among top corridors for F Line?

TAB Request

- Request TAB defer selection of F Line from December 2020 to April 2021
 - August 2020
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To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
Jim Hartshorn, Community Development Director
From: **Melissa Sonnek, City Planner**
Date: **October 12, 2020**

Zoning Ordinance Amendment – Lot Area Per Dwelling Unit – City of West St. Paul

BACKGROUND INFORMATION:

The West St. Paul City Council formally adopted the 2040 Comprehensive Plan on September 9th, 2019. Compared to the 2030 Comp Plan, where most multi-family developments (R3 and R4) were 18-21 units per acre and condos with up to 35 units per acre, the 2040 plan is slightly denser estimating an average of 20-40 units per acre.

In order to align the zoning ordinance with the 2040 Comp Plan, the zoning language must be updated to reflect this change in density.

City Council held a first reading on the proposed changes at the September 28th meeting and recommended approval as well as altering the language to include the word “average” in the language rather than a strict minimum and maximum number of units per acre.

STAFF RECOMMENDATION:

City Staff is recommending that the City Council hold a public hearing and approve of the final reading for the proposed ordinance amendment.

ATTACHMENT:

Ordinance No. 20-019

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

ORDINANCE NO. 20-019

**AN ORDINANCE AMENDING WEST ST. PAUL ZONING ORDINANCE
SECTION 153.113 AND 153.128 REGARDING LOT AREA PER DWELLING UNIT**

The City Council of West St. Paul does ordain:

SECTION 1. AMENDMENT 1. West St. Paul Zoning Ordinance Section 153.113 is hereby amended as follows:

153.113 LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS.

(A) No limit shall be placed on height of buildings in this R-3 Zone, except that buildings over 35 feet shall have front, side and rear yards not less than one-half of the height of the building.

(B) The following minimum requirements shall be observed subject to additional requirements, exceptions and modifications as set forth elsewhere in this chapter:

- (1) ~~Average number of units per acre: 20-40; Lot area per dwelling unit: 5,500 square feet;~~
- (2) Lot width: 100 feet;
- (3) Yard, building setback:
 - (a) Front: 30 feet;
 - (b) Side: ten feet adjacent to another lot, 20 feet adjacent to street, except where the lot in question abuts any R-1 District where the side yard setback shall conform to the established setback or 30 feet, whichever is greater; and
 - (c) Rear: 30 feet or 20% of average lot depth, whichever is greater.
- (4) Distance between principal structures: 30 feet.

SECTION 2. AMENDMENT 2. West St. Paul Zoning Ordinance Section 153.128 is hereby amended as follows:

153.128 LOT AREA, HEIGHT, LOT WIDTH AND YARD REQUIREMENTS.

(A) The following minimum requirements shall be observed subject to additional requirements, exceptions and modifications as set forth elsewhere in this chapter. Minimum requirements for three or more dwelling units:

- (1) ~~Average number of units per acre: 20-40; Lot area per dwelling unit: 3,500. For dwelling units with more than two bedrooms, an additional 1,750 square feet is required;~~
- (2) Lot width: 200 feet;
- (3) Yard, building setback:
 - (a) Front: 50 feet, plus one foot per foot of building height over 50 feet;
 - (b) Side: 40 feet, plus one-half foot per foot of building height over 50 feet; and
 - (c) Rear: 40 feet, plus one-half foot per foot of building height over 50 feet.
- (4) Distance between principal structures: 50 feet.

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance increases the allowable density in the R3 and R4 zoning districts to an allowable range of 20 to 40 units per acre.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed by the City Council of the City of West St. Paul, Minnesota, this 12th day of October 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
Jim Hartshorn, Community Development Director
From: **Melissa Sonnek, City Planner**
Date: **October 12, 2020**

Conditional Rental License Application – 180 Oakview Road

BACKGROUND INFORMATION:

On August 27th, City Staff received a new rental license application for the single family home located 180 Oakview Road. All components of the rental license application met the minimum requirements and the background check, inflow and infiltration inspection, and an inspection of the interior of the property all passed.

After all of the application components were completed, City Staff received a complaint stating that six non-related individuals were living at the property. The rental ordinance details a maximum of three unrelated individuals not related by blood or marriage per dwelling unit. With this in mind, City Staff reached out to the property management company multiple times through the month of September, but no response was received. Staff contacted the property owner to explain the situation (additional details can be found in the attached property owner testimony).

Ultimately, the property management company told the property owner they unaware of the rental restrictions on number of occupants and placed six individuals in a 5 bedroom home and once the company was made aware of this issue they refused to respond to City Staff. Since the tenants are currently occupying the property and have a signed lease in place, the property owner has requested a rental license be approved with the condition that once the current lease expires (August 31st of 2021) the number of occupants will be reduced to meet the requirements as outlined in City Code.

STAFF RECOMMENDATION:

City Staff requests direction to either approve or deny of the conditional rental license application.

ATTACHMENTS:

Property owner narrative

From: [REDACTED]
To: [Melissa Sonnek](#)
Cc: [REDACTED]
Subject: RE: 180 Oakview Ct
Date: Tuesday, October 6, 2020 4:37:07 PM

Hi Melissa,

As we discussed, here is my history in regards to this property.

My name is Randy White and I am a real estate investor. My company purchase home in need of repair and either holds them for rent or flips them. The intent of 180 Oakview was to flip the property. However, we were unable to sell the property. We invested nearly \$200,000 into the property to make it absolutely beautiful. We were confident the home would sell between \$650,000 - \$700,000 but unfortunately it did not sell. We may have been able to sell it closer to \$600,000 but the property turned out to have many more issues and cost much more money and took much longer than anticipated to rehabilitate. Therefore, the only way for me to try and recoup my money was to rent it out.

My company is in the business of finding housing and flipping and not to be a property manager. Therefore, I contract out my property management services (or at least I did) to a Property Management company. In this case, I contracted Twin Cities Leasing (big mistake). Part of the Property Managers responsibility is tenant placement. Twin Cities Leasing found the tenants for this property without involvement from me other than me agreeing to the rental price and signing the lease. I entrusted Twin Cities Leasing to know all rules and regulations around leasing out my property. So it came as a huge shock to me when I received Melissa's email that we were violating city ordinance. We certainly do not want to violate anything. As such, we have severed our relationship with Twin Cities Leasing and will manage this property on our own.

I spoke to the tenants and explained the situation and asked if they would like to move. The do not want to move. What I would like to do is allow them to finish their current least and move out as soon as it expires. We will then relist or re-rent per city ordinance.

Please let me know if you need anything from me.

Warm regards,

Randy White
ReallyFastRealty and MyPriceHomes, LLC Owner
Direct Phone - 952-334-5671
Sales Contact = (612) 255-5093
<http://reallyfastrealty.com> <http://mypricehomes.com>

From: Melissa Sonnek <MSonnek@wspmn.gov>

Sent: Tuesday, October 6, 2020 1:44 PM

To: [REDACTED]

Subject: 180 Oakview Ct

Randy,

As we just discussed on the phone, City Staff believes the City Council could be amenable to the option of a conditional rental license. Meaning that City Staff recommends approval of the rental license with the condition that at the end of the current lease (approximately 10 months) you will reduce the number of tenants/occupants to the code requirement of no more than three unrelated family units.

With COVID-19, it really limits space in the Council Chambers, so it might be preferable for you to write a narrative explaining the unique circumstances of this situation. It is especially helpful to have that secondary point of view in addition to what I will write in the staff report.

So please work on that narrative and send it my way when you have it ready.

Of course, if you have any questions in the meantime let me know.

Sincerely,
Melissa Sonnek
City Planner

Office: [651-552-4134](tel:651-552-4134)
1616 Humboldt Avenue
West St. Paul, MN 55118



www.wspmn.gov



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

RESOLUTION NO. 20-

**RESOLUTION APPROVING THE RENTAL LICENSE FOR
180 OAKVIEW ROAD AS A LICENSE WITH CONDITIONS**

WHEREAS, Randy White (the "Owner") owns a single family rental property located at 180 Oakview Road (the "Property"); and

WHEREAS, the Property currently has six unrelated occupants; and

WHEREAS, Owner's property management company was unaware of the occupant restrictions and has therefore requested a license with conditions; and

WHEREAS, on October 12, 2020, the City Council held a meeting and considered the rental license application under the ownership of Randy White, during which the City presented its evidence and the Owner was given an opportunity to be heard; and

WHEREAS, following the license review, after considering all evidence presented, the Council desires to approve the rental application for 180 Oakview Road as a license with conditions; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the rental application for 180 Oakview Road a rental license with the following condition:

1. The number of occupants shall be reduced to a maximum of three unrelated individuals at the end of the current lease on August 31st, 2021.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 12th day of October 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: **October 12, 2020**

Town Center I – Redevelopment Incentive Grant (RIG) Application

BACKGROUND INFORMATION:

As part of the Town Center I Development Agreement, staff recommends submitting the attached grant application to the Dakota County CDA for \$250,000. If the funds are awarded, it would reduce the term of the approved TIF district from 18 years to 16.5 years. As part of the CDA's process, a resolution (attached) must be approved/submitted by the City Council supporting the grant application. Staff expects to hear back in approximately 30 days.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Approve of the attached resolution supporting the submittal of the Redevelopment Incentive Grant (RIG) application to the Dakota County CDA.

ATTACHMENTS:

1. Resolution supporting submittal of RIG application.
2. Redevelopment Incentive Grant Application.

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

RESOLUTION NO. 20-

**RESOLUTION APPROVING A DAKOTA COUNTY REDEVELOPMENT
INCENTIVE GRANT APPLICATION**

WHEREAS, the City of West St. Paul (City) has identified a proposed project within the city that meets the Dakota County Community Development Agency (CDA) Redevelopment Incentive Grant program's purposes and criteria; and

WHEREAS, the City has established a Redevelopment Plan of which the proposed project is a component; and

WHEREAS, the City has the capability and capacity to ensure the proposed project be completed and administered within the Redevelopment Incentive Grant program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission, to improve the lives of Dakota County residents through affordable housing and community development.

NOW, THEREFORE, BE IT RESOLVED, that the West St. Paul City Council approve the application for funding from the Dakota County CDA Redevelopment Incentive Grant program.

BE IT FURTHER RESOLVED that, upon approval of its application by the Dakota County CDA, the Community and Economic Development Director is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 12th day of October 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk



REDEVELOPMENT INCENTIVE GRANT PROJECT APPLICATION

I. GENERAL APPLICATION INFORMATION

Project Name: **Roers – Town Center 1 Redevelopment**

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

Applicant Address: **1616 Humboldt Avenue, West St. Paul, MN 55118**

Application/Project Contact: **Jim Hartshorn**

Contact Email Address: **JHartshorn@wspmn.gov**

Phone Number: **651-552-4140**

Authorized Official(s) for Execution of Contracts (name and title): **Jim Hartshorn, Community & Economic Development Director**

Amount of funding request: **\$250,000**

Please list the specific Project components or activities that will be funded by the requested RIG:

- 1) Clearance and demolition expenses related to site assemblage for redevelopment; and
- 2) Geotechnical corrections to soil conditions that require extraordinary expense to remediate.

II. REDEVELOPMENT PROJECT AND ACTIVITY INFORMATION

1. Existing Project Site Information

• Project site address(es): The project site is made up of eight (8) parcels, many of which do not have an address assigned. Please see the following table for project site information.

Parcel	PID #	Owner	Address	Acres
1	42-17800-01-032	West St. Paul EDA	1539 Robert St S	0.20
2	42-17800-01-042	West St. Paul EDA	1539 Robert St S	0.83
3	42-17800-01-063	1571 Robert St WFW LLC	1571 Robert St S	0.34
4	42-17800-01-070	WSTP LLC	Not Assigned	0.46
5	42-17800-01-071	WSTP LLC	1565 Robert St S	0.39
6	42-17800-01-072	West St. Paul EDA	81 Wentworth Ave E	0.48
7	42-17800-01-076	West St. Paul EDA	Not Assigned	0.12
8	42-24200-01-070	City of West St. Paul	Not Assigned	0.52

- Legal description of Project site (*may be separate attachment*): The legal description is attached to the application. Please note the legal description will change once the project site is replatted.
- Acreage of site: Approx. 3.34 Acres Number of parcels: 8
- Is the Project site publicly or privately owned? Both, Private and Public
- Current Project site owner(s): The three (3) property owners are as follows: West St. Paul Economic Development Authority, WSTP LLC, and 1571 Robert St WFW LLC. Please refer to the project site information table provided above.
 - Describe the city’s goals and need for the Project including anticipated businesses, housing units, and other proposed components. Please explain the public benefit of the Project. Town Center 1 is an area of aging retail uses that were designed independent of each other and would benefit from redevelopment to allow for a more efficient design of the site layout. The City’s goal for redevelopment of Town Center 1 include developing, updating and enforcing standards for development/redevelopment that enhance public health, provide for increase pedestrian safety and promote a high quality of living. The City desires to provide a balance of spaces for residents to live, work and play.
- Has an end user committed to redevelopment of site? Yes Please see the attached TIF Assistance Agreement for end user commitment.

If end user committed, attach documentation of commitment.
- Provide a brief history of the site including previous uses, activities, prior or existing contamination, and other attempts at redevelopment. Previous uses within the project site include CarX, Maaco, Batteries Plus, Blockbuster, and Aamco. The City acquired CarX (for ROW improvements along S. Robert Street) and Maaco and Blockbuster for redevelopment purposes. All of the buildings were aging leading to a source of blight in the community and blockbuster went out of business, leaving a vacant site. Contamination on site includes areas with petroleum seepage, debris fragments buried in the soil, volatile organic compounds and diesel range organics. Contamination within the remaining structures include asbestos and lead based paint. The City and EDA have attempted to identify a development partner unsuccessfully over the last 6+ years; the two main reasons for this being land assembly and contamination. During this time, the EDA, in partnership with the City and Dakota County CDA have strategically been assembling land to position the area for redevelopment and to attract a development partner.

2. Eligible Activities. Please check all activities that apply, briefly describe the activity, and provide the dollar amount requested for the activity. Please see the “***Redevelopment Incentive Grant Policy and Procedures Guide***” for a description of the eligible activities

<u>Eligible Activity</u>		<u>Description</u>	<u>RIG Funding Requested</u>
<input type="checkbox"/>	Acquisition	Click or tap here to enter text.	\$Click or tap here to enter text.

<input type="checkbox"/>	Relocation Payments	Click or tap here to enter text.	\$Click or tap here to enter text.
<input checked="" type="checkbox"/>	Clearance and Demolition	Demolition of the Aamco, Maaco and Batteries Plus buildings	\$150,000
<input type="checkbox"/>	Environmental Investigation	Click or tap here to enter text.	\$Click or tap here to enter text.
<input checked="" type="checkbox"/>	Environmental Remediation	Remediation of areas identified in the Phase II ESA that contained petroleum related soil contamination, debris fragments, and other volatile organic compounds. The remediation would also include the removal of asbestos and lead based paint in all three buildings.	\$100,000 (<i>Cost are estimated to be about \$250,000</i>)
<input type="checkbox"/>	Necessary Public Infrastructure	Click or tap here to enter text.	\$Click or tap here to enter text.
<input type="checkbox"/>	Geotechnical Soil Corrections	Click or tap here to enter text.	\$Click or tap here to enter text.

3. Redevelopment Project Information

- Describe the Project including location map, photos, and current and projected site plans. Maps should include property boundaries, north arrow, and an accurate bar scale. Roers Companies approached the EDA earlier this year to acquire the publicly held land and the three remaining properties owned by private entities at the intersection of Robert Street and Wentworth Avenue. Roers proposed to demolish the Aamco, Maaco, and Batteries Plus buildings to construct a 192-unit market rate apartment with ground level retail. The first floor would consist of a few walk-up apartment units, 1,700 square feet of retail, and 7,000 square feet of lobby/amenity area for both the residents of the apartment. Amenities include underground parking, multiple club rooms, community terraces/patios, fitness and group fitness rooms, a dog park, dog wash station, work-from-home spaces and conference rooms. Unit types will feature a combination of studio, one, one + den, and two-bedroom apartments. Unit amenities will include stainless steel appliances, 9-foot ceilings, washer/dryer, quartz counters, tile backsplashes, and balconies. Roers will use a combination of brick, glass, fiber cement panels (all primary materials), and corrugated metal and wood composite (secondary materials) for exterior finishing materials. Please see attached documents for further elaboration of the project. Documents attached include a location map, photos, site plans, building elevations, and birds-eye perspectives.

- Describe the specific components or activities that are part of the Project. Roers intends to construct a 192-unit market rate apartment with 1,700 square feet of ground-level retail.

- What is the end use of the Project site? A Mixed-Use Apartment Building

- Is demolition of slum or blighted buildings or other structures an activity of the Project? Yes

- If Yes, please describe. The three buildings identified above, Aamco, Maaco and Batteries Plus, are blighted buildings. They have been found to be structurally substandard to a

degree that would require substantial renovation or clearance because of defects in structural elements, essential utilities, light and ventilation, and fire protection. Please find attached a Report of Inspection Results for Determining Qualification for a Redevelopment Tax Increment Financing District prepared by LHB for a detailed description of the deficiencies found in each of the three buildings.

- Describe how the Project will make more efficient use of the site. The current single-story, auto oriented commercial uses in the area are independent of each other and have multiple entrances along S. Robert Street. Redevelopment allows for a high-density development on the site that will decrease the ingress/egress along S. Robert Street and provide for nearly a 900% increase in market valuation.
- After Redevelopment is complete, what portion of the Project site be publicly and privately owned?
 - Public: 0%
 - Private: 100%
- Post-redevelopment Project site owner(s): Roers West St. Paul Apartments Owner LLC
- Identify any other Project partners such as developers, consultants, and regulating/permitting agencies. NA

4. Acquisition/Relocation Activities

• If the project includes property acquisition, clearance and/or construction activities, describe how owners, tenants, and businesses will be temporarily or permanently relocated. Properties acquire by the City/EDA relocated the existing users in accordance with required federal and State relocation laws. Batteries Plus and Aamco which are being acquired privately have chosen to close their businesses permanently.

Attach relocation plan, if applicable.

- When has/will the acquisition be completed? November 30, 2020

5. Redevelopment Project Environmental Information

- Has an environmental assessment been completed for the Redevelopment Project? Yes
- If so, what level of investigation was done as part of the Redevelopment Project? Phase II Environmental Site Assessment
- Has the Redevelopment Project site been found or suspected to be contaminated? Yes
- Does your Redevelopment Project include the cleanup of contaminated soils, hazardous waste or materials? Yes
 - If yes, please describe information on type of cleanup, what measures have been taken to address the contamination, consultant reports, and/or Response Action Plan. **Petroleum**

related Soil Contamination: The Phase II ESA identified two areas of petroleum related soil contamination, in the northwest and southeast parts of the Site. In the northwest portion of the Site, analytical testing indicated minor petroleum impacts below the MPCA unregulated fill criterion. DRO was detected in the soil sample collected from boring PP-1 at 1 to 3 feet bgs at a concentration of 48.9 mg/kg, which does not exceed the unregulated fill criterion of 100 mg/kg. The boring was located near a small wooded area in the northwest corner of the 1539 Robert Street South parcel, which along with the 1541 Robert Street South parcel was formerly a Blockbuster Video. In the southeast area of the Site, a slight petroleum odor was noted in boring PP-5 at 9 feet bgs, which was located on the north portion of the paved lot of the 1589 Robert Street South parcel.

Debris Fragments: The Phase II ESA identified two areas with debris identified in the soil. Brick fragments were noted in boring PP-3 at 5 feet bgs and in boring PP-6 at 7.5 feet bgs. Soil boring PP-3 was located in the paved lot parcel 42-17800-01-076, and boring PP-6 was located in the 1589 Robert Street South parcel. In addition, the geotechnical evaluation noted brick fragments in boring ST-1 from 12 to 14 feet bgs.

Volatile Organic Compounds: Laboratory analysis detected various petroleum and non-petroleum related VOCs in subsurface soil vapors at the Site. All soil vapor concentrations were below 33X the Residential ISVs (although tetrachloroethene [perchloroethene or PCE] was detected) with the exception of benzene in sample SV-4, which was located on the 1561 Robert Street South parcel just north of the Aamco Transmission & Car Care building on the 1571 Robert Street South parcel. Please find the Phase II ESA attached to the application for further information about the cleanup and measures taken to address the contamination.

- Describe positive environmental impacts of the activities that are part of the Project. Redevelopment of the project site will address the removal of blight and remediation in an area that continues to age and deteriorate. The project, once complete, will result in the availability of safe and decent life-cycle housing, increase the tax base, and offer a high-quality development which will support and stabilize small businesses in the surrounding area.

6. Housing Affordability. Indicate the number of housing units planned in the Project, if any. *Attach separate sheet if necessary.*

	Total # of Units	# of Owner Units	# of Rental Units	Proposed Rents/ Sales Prices
Single Family	Click or tap here to enter text.			
Townhouse	Click or tap here to enter text.			
Apartments/Condominiums	NA	NA	NA	NA
Duplexes	Click or tap here to enter text.			
Other:	Click or tap here to enter text.			

- Will there be any mechanisms to ensure long-term affordability? No If yes, please describe.
Click or tap here to enter text.

7. Economic Benefits

- Current appraised or assessed value of the Project site: The total market value for Pay 2021 is \$2,793,700
- Projected appraised or assessed value of the site after Redevelopment: The projected total market value is anticipated to be \$24,795,000 based on estimates received from the County Assessor Office.
Attach the appraisal or assessor’s current and projected values.
- What are the current property taxes for the Redevelopment Project site? \$29,312 Pay Year 2020
- What will the estimated property tax be after redevelopment? \$429,265 Pay Year 2022
- Project the number of new jobs on the Project site created after redevelopment. Total new jobs (FTEs only) = 7 new jobs; 4 jobs would be created due to on-site management for the apartment and 3 jobs would be created from the retail.
- Number of new jobs with wages greater than \$15.00 per hour = 7 new jobs
- Project the number of jobs retained on the Project site after redevelopment. Total retained jobs (FTEs only) = NA
- Number of retained jobs with wages greater than \$15.00 per hour = NA

8. Leverage. Itemize all other funding sources for the Project and the Activities identified as part of the Project.

Source of Funds	Amount	Committed	Pending
First Mortgage	\$27,192,262	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TIF Note	\$3,820,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Investor Cash	\$7,163,590	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Developer Cash	\$670,236	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Click or tap here to enter text.	<input type="checkbox"/>	<input type="checkbox"/>
Total:	\$38,846,088		

Itemize Project expenses for each Activity. *Be as detailed as possible.*

Project Activities/Expenses	Costs	Funding Source
Acquisition Costs	\$3,650,000	Developer
Construction Costs	\$29,081,100	Developer/EDA/Dakota County CDA
Permits/Fees	\$728,000	Developer
Professional Services	\$1,711,230	Developer
Financing Costs	\$2,047,255	Developer
Developer Fee	\$1,503,503	Developer
Cash Accounts/Escrows/Reserves	\$125,000	Developer
Total:	\$38,846,088	

- List other sources of funds requested or considered but not obtained for the Project, and explain why they were not obtained, to the best of your knowledge. (The purpose of this question is to ensure all other funding sources have been exhausted.) Roers did not apply for any other grants to the EDA and/or City’s knowledge.

9. Readiness To Proceed.

- Please provide detailed timeline of the Project with all actions, phases, and anticipated dates for completion. Subject to unavoidable delays, Roers will purchase all eight properties on or before November 30, 2020 and commence construction no later than December 31, 2020. The project is required to be substantially complete by December 31, 2022.

- Please indicate whether any of the following entitlement or due diligence actions are required or have been completed for the Project:

- Comprehensive plan amendment: Status: Click or tap here to enter text.
- Environmental review: Status: Click or tap here to enter text.
- Market or feasibility study: Status: Click or tap here to enter text.
- Zoning amendments or variances: Status: Complete. On August 31, 2020 the City approved a conditional use permit, the site plan, a rezoning amendment, and preliminary/final plat.

- If the activity that is to receive RIG funding will not be completed in 12 months, please explain why. (NOTE: The RIG program requires all RIG-funded activities to be completed within a 12-month period) NA



REQUIRED RESOLUTION PROVISIONS

WHEREAS, the City of West St. Paul has identified a proposed project within the City that meets the Dakota County Community Development Agency (CDA) Redevelopment Incentive Grant program's purposes and criteria; and

WHEREAS, the City has established a Redevelopment Plan of which the proposed project is a component; and

WHEREAS, the City has the capability and capacity to ensure the proposed project be completed and administered within the Redevelopment Incentive Grant program guidelines; and

WHEREAS, the City has the legal authority to apply for financial assistance; and

WHEREAS, the City is supportive of affordable housing and of the CDA's mission, to improve the lives of Dakota County residents through affordable housing and community development.

NOW THEREFORE BE IT RESOLVED that the City of West St. Paul approves the application for funding from the Dakota County CDA Redevelopment Incentive Grant program.

BE IT FURTHER RESOLVED that upon approval of its application by the Dakota County CDA, the Jim Hartshorn, the Community & Economic Development Director, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.

LEGAL DESCRIPTION

Parcel 1:

That part of Lot 3 which lies southerly of the North 70.00 feet thereof; and that part of Lot 4 which lies southerly of the North 70.00 feet, and easterly of the westerly line of the Easterly 373.00 feet of the Southwest Quarter of the Northwest Quarter of Section 20, Township 28, Range 22; all in Block 1, CITY CENTER ADDITION, Dakota County, Minnesota;

AND

That part of Lot Four (4), Block One (1), City Center Addition, lying Westerly of the Easterly 373 feet of the Southwest Quarter of the Northwest Quarter of Section 20, Township 28, Range 22, EXCEPT the North 70.00 feet thereof, 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 100.00 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, 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 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 Lot 7 to the point of beginning.

Abstract Property

Parcel 5:

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

Abstract Property

NOTE: THE COMPANY HAS BEEN ADVISED THAT THE LAND WILL BE PLATTED AS A PART OF THE CURRENT TRANSACTION. THE LEGAL DESCRIPTION TO BE INSURED WILL BE:

Lot 1, Block 1, Robert & Wentworth Redevelopment.

Dakota County, Minnesota

Abstract and Torrens Property

TIF ASSISTANCE AGREEMENT

BETWEEN

WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY

AND

ROERS WEST ST. PAUL APARTMENTS OWNER LLC

This document drafted by:
KENNEDY & GRAVEN, CHARTERED (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, Minnesota 55402
(P) 612-337-9300

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TIF ASSISTANCE AGREEMENT

THIS TIF ASSISTANCE AGREEMENT (the “Agreement”), made as of the 31st day of August, 2020, by and between the West St. Paul Economic Development Authority (the “EDA”), a public body corporate and politic under the laws of the State of Minnesota, and Roers West St. Paul Apartments Owner LLC, a Delaware limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the EDA was created pursuant to Minnesota Statutes, Sections 469.090 to 469.1081, as amended (the “EDA Act”), and was authorized to transact business and exercise its powers by a resolution (the “Enabling Resolution”) of the City Council of the City of West St. Paul, Minnesota (the “City”); and

WHEREAS, under the EDA Act and the Enabling Resolution, the EDA has all the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 to 469.047, as amended (the “HRA Act”); and

WHEREAS, pursuant to the EDA Act and the HRA Act, the EDA has undertaken a program to promote the development and redevelopment of land which is underutilized or characterized by blight within the City, and in connection therewith created the South Robert Street Redevelopment Project No. 1 (the “Project Area”) and adopted a Redevelopment Plan therefor (the “Redevelopment Plan”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the “TIF Act”), the City and the EDA have created, within the Project Area, the Town Center 1 TIF District (a redevelopment district), a redevelopment tax increment financing district (the “TIF District”), the description of which is attached hereto as **Exhibit A**, and has adopted a tax increment financing plan therefor approved by the City Council of the City on August 31, 2020 (the “TIF Plan”) which provides for the use of tax increment financing in connection with certain development within the Project Area and TIF District; and

WHEREAS, the Developer proposes to acquire certain property, demolish existing blighted buildings thereon, and construct approximately 192-units of market rate housing and approximately 1,700 square feet of retail space, 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 “Project”); and

WHEREAS, the Developer has requested that the EDA use tax increment financing to assist the Developer with certain costs thereof in order to fill the gap between the Total Development Costs (as hereinafter defined) and the funds available to pay such costs; and

NOW, THEREFORE, in consideration of the premises 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. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Administrative Costs has the meaning set forth in Section 3.3;

Affiliate means a corporation, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or a state thereof which is directly controlled by or under common control with the Developer or any other Affiliate. For purposes of this definition, control means the power to direct management and policies through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its governing body by contract or otherwise;

Agreement means this TIF Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Architect means the architect selected by the Developer as the architect for the Project;

Assessment Agreement means the minimum assessment agreement, in substantially the form set forth in **Exhibit F** attached hereto and made a part of this Agreement, between the Developer and the EDA;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Certificate of Completion means a Certificate of Completion with respect to the Project executed by the EDA pursuant to Section 4.7 of the CPD, in substantially the form set forth in Exhibit D attached thereto;

City means the City of West St. Paul, Minnesota;

Completion Date means the date on which the Certificate of Completion with respect to the Project is executed by the EDA pursuant to Section 4.7 of the CPD;

Construction Costs means the capital costs of the construction of the Project, including the costs of labor and materials; construction management and supervision expenses; insurance and payment or performance bond premiums; architectural and engineering fees and expenses; property taxes; usual and customary fees or costs payable to the City or any other public body with regulatory authority over construction of the Project (e.g. building permits and inspection fees); the developer fee; and all other costs chargeable to the capital account of the Project under generally accepted accounting principles;

Construction Documents means the following documents, all of which shall be in form and substance reasonably acceptable to the EDA: (a) evidence satisfactory to the EDA showing that the Project conforms to applicable zoning, subdivision and building code laws and ordinances,

including a copy of the building permit for the Project; (b) a copy of the executed standard form of agreement between owner and architect for architectural services for the Project, if any, and (c) a copy of the executed General Contractor's contract for the Project, if any;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Project, which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City;

County means Dakota County, Minnesota;

County Assessor means the County Assessor of Dakota County, Minnesota;

CPD means the Contract for Private Redevelopment, dated as of August 31, 2020, between the City, the EDA, and the Developer;

Design Drawings means the floor plans, renderings, elevations and material specifications for the Project prepared by the Architect;

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

Development Property means the real property legally described in **Exhibit B** attached to hereto;

EDA means the West St. Paul Economic Development Authority;

Event of Default means any of the events described in Section 4.1 hereof;

Final Payment Date means the earliest of (i) the date on which the entire principal and accrued interest on the TIF Note have been paid in full; or (ii) February 1, 2039; or (iii) any earlier date this Agreement or the TIF Note is terminated or cancelled in accordance with the terms hereof or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act;

General Contractor means the general contractor selected by the Developer as the general contractor for the Project;

Payment Date means August 1, 2022 and each February 1 and August 1 thereafter to and including the Final Payment Date; provided, that if any such Payment Date should not be a Business Day, the Payment Date shall be the next succeeding Business Day;

Pledged Tax Increments means for any 6-month period, 90% of the Tax Increments received by the EDA since the previous Payment Date;

Project means the acquisition of the Development 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;

Public Development Costs means the public redevelopment costs of the Project identified on **Exhibit C** attached hereto and any other cost incurred by the Developer, or its assigns, that the EDA determines is eligible for reimbursement with Pledged Tax Increments;

Reimbursement Amount means (a) the lesser of (i) \$3,820,000 or (ii) the Public Development Costs actually incurred and paid by the Developer, less (b) the amount of any grant for the payment or reimbursement of Public Development Costs from an entity other than the City or EDA;

Site Plan means the site plan prepared for the Development Property approved by the EDA;

State means the State of Minnesota;

Tax Increments means the tax increments derived from the Development Property and the improvements thereon which have been received and are permitted to be retained by the EDA in accordance with the TIF Act including, without limitation, Minnesota Statutes, Section 469.177; Section 469.176, Subd. 4h; and Section 469.175, Subd. 1a, as the same may be amended from time to time; for purposes of this definition, “derived from the Development Property and the improvements thereon” means the portion of Tax Increment actually received by the EDA from the TIF District determined by the EDA, in its sole determination, to have been derived from the Development Property;

Termination Date means the Final Payment Date;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means Town Center 1 TIF District (a redevelopment district), a redevelopment tax increment financing district, within the South Robert Street Redevelopment Project No. 1 in the City, consisting of the property legally described in **Exhibit A** attached hereto, which was established as a redevelopment district under the TIF Act;

TIF Note means the Taxable Tax Increment Revenue Note (Town Center I Project) to be executed by the EDA and delivered to the Developer pursuant to Article III hereof, a form of which is set forth in **Exhibit D** attached hereto;

TIF Plan means the tax increment financing plan approved for the TIF District;

Total Development Costs means all Construction Costs and any other costs of the development of the Project to be incurred by the Developer as set forth in **Exhibit E** attached hereto; and

Unavoidable Delays means delays, outside the control of the party claiming their occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, pandemic, acts of war or terrorism, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial

action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City or the EDA) which directly result in delays, acts of the public enemy or acts of terrorism and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the EDA. The EDA makes the following representations and warranties:

(1) The EDA is a public body corporate and politic organized and existing under the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The EDA has taken the actions necessary to establish the TIF District as a “redevelopment district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Redevelopment Plan and the TIF Plan.

(4) The EDA makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer’s purposes or needs.

(5) No member of the Board of Commissioners or other officer of the EDA, has either a direct or indirect financial interest in this Agreement, nor will any member of the Board of Commissioners, or other officer of the EDA, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Delaware limited liability company duly and validly organized and existing in good standing under the laws of the State of Delaware, is qualified to do business in the State, and has power and authority to enter into this Agreement and to perform its obligations hereunder and is not in violation of any provision of the laws of the State.

(2) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The Developer understands that the EDA and the City may subsidize or encourage the development of other developments in the City, including properties that compete with the

Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the EDA and the City have informed the Developer that development of the Development Property will not be favored over the development of other properties.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND EDA

Section 3.1. Total Development Costs and Public Costs.

(1) Based on the Developer's representation that the Total Development Costs for the Project are approximately \$38,846,089, that the sources of revenue available to pay such costs, excluding the tax increment assistance contemplated herein, do not exceed \$35,026,089, and that the Developer is unable to obtain additional private financing or investment for the estimated Total Development Costs, the EDA has agreed to provide tax increment financing subject to the terms and conditions as hereinafter set forth. The Developer must provide the EDA copies of all executed financing documents related to financing the Total Development Costs of the Project.

(2) The parties agree that the Public Development Costs to be incurred by the Developer are essential to the successful completion of the Project. The Developer anticipates that the Public Development Costs for the Project which are identified in **Exhibit C** attached hereto will be at least \$3,820,000.

(3) As of January 2, 2022, the estimated market value of the Development Property, as improved, is expected to be at least \$25,257,500.

(4) The Developer shall acquire a portion of the Development Property in accordance with the CPD. In addition, the Developer has acquired or has entered into a purchase agreement pursuant to which it will acquire fee title to the Development Property.

(5) The Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Redevelopment Plan, and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(6) The Developer shall, in a timely manner, comply with all requirements necessary to obtain, or cause to be obtained, all required permits, licenses 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 for the construction and operation of the Project.

(7) The Total Development Costs shall be paid by the Developer, and the EDA shall reimburse the Developer for the Public Development Costs in the Reimbursement Amount solely through the issuance of the TIF Note as provided herein.

(8) City has applied for County Redevelopment Improvement Grant in connection with a portion of the Total Development Costs of the Project.

Section 3.2. TIF Note.

(1) The TIF Note will be originally issued to the Developer, as provided in Section 3.2(2), in a principal amount equal to the lesser of (i) the Reimbursement Amount or (ii) the amount determined pursuant to Section 3.2(11) and Section 3.12, and shall be dated as of its

date of issuance. The principal of the TIF Note and interest thereon shall be payable on a pay-as-you-go basis solely from the Pledged Tax Increments as provided below.

(2) The TIF Note shall be issued, in substantially the form attached hereto as **Exhibit D** and interest will commence to accrue on the TIF Note only when: (A) the Developer shall have submitted written proof and other documentation as may be reasonably satisfactory to the EDA of the exact nature and amount of the Public Development Costs incurred by the Developer, together with such other information or documentation as may be reasonably necessary and satisfactory to the EDA to enable the EDA to substantiate the Developer's tax increment expenditures for Public Development Costs in accordance with **Exhibit C** attached hereto and/or to comply with its tax increment reporting obligations to the Commissioner of Revenue, the Office of the State Auditor or other applicable official; (B) the Developer shall have obtained from the City a certificate of occupancy for all residential units in the Project and a certificate of occupancy for completion the shell of the commercial portion of the Project and a Certificate of Completion as provided in Section 4.7 of the CPD; (C) the Developer shall have paid all of the EDA's Administrative Costs required to have been paid as of such date in accordance with Section 3.3 hereof; (D) the Developer shall be in material compliance with each term or provision of this Agreement required to have been satisfied as of such date; and (F) the Developer shall have submitted the final sources and uses for the Project in accordance with Section 3.2(10) and the EDA shall have determined any adjustment to the Reimbursement Amount pursuant to Section 3.2(10). The documentation provided in accordance with Section 3.2(2)(A) shall include specific invoices for the particular work from the contractor or other provider and shall include paid invoices, copies of remittances and/or other suitable documentary proofs of the Developer's payment thereof.

(3) Subject to the provisions thereof, the TIF Note shall bear simple, non-compounding interest at the rate equal to the lesser of 4.25% per annum or the actual rate per annum on the Developer's initial financing for the acquisition and construction the Project. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Principal and interest on the TIF Note will be payable on each Payment Date; however, the sole source of funds required to be used for payment of the EDA's obligations under this Section and correspondingly under the TIF Note shall be the Pledged Tax Increments received in the 6-month period preceding each Payment Date.

(4) On each Payment Date the Pledged Tax Increment shall be credited against the accrued interest then due on the TIF Note and then applied to reduce the principal. In the event the Pledged Tax Increments are not sufficient to pay the accrued interest, the unpaid accrued interest shall be carried forward without interest. All Tax Increments in excess of the Pledged Tax Increments necessary to pay the principal and accrued interest on the TIF Note are not subject to this Agreement, and the EDA retains full discretion as to any authorized application thereof. To the extent that the Pledged Tax Increments are insufficient through the Final Payment Date, to pay all amounts otherwise due on the TIF Note, said unpaid amounts shall then cease to be any debt or obligation of the EDA whatsoever.

(5) No interest will accrue during any period in which payments have been suspended pursuant to Section 4.2.

(6) Any interest accruing on Pledged Tax Increments held by the EDA pending payment to the Developer on the TIF Note shall accrue to the account of the TIF District.

(7) The TIF Note shall be a special and limited obligation of the EDA and not a general obligation of the City or the EDA, and only Pledged Tax Increments shall be used to pay the principal of and interest on the TIF Note.

(8) The EDA's obligation to make payments on the TIF Note on any Payment Date is subject to Section 3.11(2) and shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement that has not been cured during the applicable cure period, (B) this Agreement shall not have been terminated pursuant to Section 4.2, and (C) all conditions set forth in Section 3.2(2) have been satisfied as of such date.

(9) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as actually executed, in substantially the form set forth in **Exhibit D** attached hereto. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note is pursuant and subject to the terms of this Agreement.

(10) In accordance with Section 469.1763, Subdivision 3 of the TIF Act, conditions for delivery of the TIF Note must be met within 5 years after the date of certification of the TIF District by the County. If the conditions are not satisfied by such date, the EDA has no further obligations under this Section 3.2.

(11) The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Project. The EDA and the Developer agree that the Developer's representations of the Total Development Costs will be reviewed at the time of completion of construction of the Project. Upon submitting the request for the Certificate of Completion under Section 4.7 of the CPD, the Developer shall submit the final sources and uses for the Project in the form set forth in **Exhibit E** based on actual Total Development Costs as incurred and documented. If the actual Total Development Costs at completion decrease below the Total Development Cost amount shown in **Exhibit E**, the Reimbursement Amount will be reduced by the amount of the decrease in the Total Development Costs and the principal amount of the TIF Note will be adjusted accordingly.

Section 3.3. Developer to Pay EDA's Fees and Expenses. The Developer will pay all of the EDA's reasonable Administrative Costs (as defined below) and must pay such costs to the EDA within 30 days after receipt of a written invoice from the EDA describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the EDA together with staff and consultant (including reasonable legal, financial advisor, etc.) costs of the EDA, all attributable to or incurred in connection with the establishment of the TIF District and the TIF Plan and review, negotiation and preparation of this Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and review and approvals of other documents and agreements in connection with the Project. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development

Property are required to be paid, or additional funds deposited in escrow, as provided in accordance with the City's planning, zoning, and building fee schedules. The parties agree and understand that Developer deposited with the EDA \$10,000 toward payment of the EDA's Administrative Costs. If such costs exceed such amount, then at any time, but not more often than monthly, the EDA will deliver written notice to Developer setting forth any additional fees and expenses, together with suitable billings, receipts or other evidence of the amount and nature of the fees and expenses, and Developer agrees to pay all fees and expenses within 30 days of EDA's written request. Any unused amount of such deposit shall be returned to the Developer.

Section 3.4. Execution of Assessment Agreement.

(1) The Developer and the EDA agree to execute an Assessment Agreement relating to the Project pursuant to the provisions of Minnesota Statutes, Section 469.177, subdivision 8, specifying the minimum market value for the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property of \$25,257,500 commencing as of January 2, 2022 (collectively, the "Minimum Market Value").

(2) Nothing in the Assessment Agreement or this Agreement limits the discretion of the County Assessor to assign a market value to the property in excess of the Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes; provided however, the Developer shall not seek a reduction of such market value below the Minimum Market Value for any year so long as the Assessment Agreement remains in effect for that year.

(3) The Assessment Agreement shall remain in effect until the earlier of (i) January 31, 2037, or (ii) the date on which the TIF District expires or is otherwise terminated.

(4) The Assessment Agreement shall be certified by the County Assessor as provided in Section 469.177, subdivision 8 of the TIF Act, upon a finding by the County Assessor that the Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Minimum Improvements to be constructed on the Development Property and the market value previously assigned to the Development Property.

(5) Pursuant to Section 469.177, subdivision 8 of the TIF Act, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property, whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage on the Development Property.

(6) The Assessment Agreement shall be filed, at the sole cost of the Developer, against the Development Property prior to any lien or encumbrance on the Development Property, including any mortgager.

Section 3.5. Construction Plans.

(1) Prior to the commencement of construction of the Project, the Developer shall deliver to the EDA the Construction Plans, Construction Documents and a sworn construction cost statement certified by the Developer and the General Contractor (the “Sworn Construction Cost Statement”) all in form and substance reasonably acceptable to the EDA. The Construction Plans for the Project shall be consistent with the Redevelopment Plan, this Agreement, the CPD, and all applicable State and local laws and regulations, and the Site Plan and Design Drawings submitted to the EDA and shall provide for design, quality, materials and building finishes of the finished Project to be substantially similar to those which were presented to the EDA in connection with the Developer’s request for tax increment financing assistance and identified on the preliminary building elevations which were shared publicly. The City’s building official and the Executive Director of the EDA on behalf of the EDA shall promptly review any Construction Plans upon submission and deliver to the Developer a written statement approving the Construction Plans or a written statement rejecting the Construction Plans and specifying the deficiencies in the Construction Plans. The City’s building official and the Executive Director of the EDA on behalf of the EDA shall approve the Construction Plans for purposes of this Agreement if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans are consistent with the goals and objectives of the Redevelopment Plan and the TIF Plan; (iii) the Construction Plans comply with the Site Plan and Design Drawings; and (iv) the Construction Plans do not violate any applicable federal, State or local laws, ordinances, rules or regulations. If the Construction Plans are not approved by the EDA, then the Developer shall make such changes as the EDA may reasonably require and resubmit the Construction Plans to the EDA for approval, which will not be unreasonably withheld, unreasonably conditioned or unreasonably delayed. If the EDA has not rejected the Construction Plans in writing within 60 calendar days of submission, such Construction Plans shall automatically be deemed approved by the EDA for purposes of this Agreement but only if the Construction Plans provided to the EDA are complete and final and meet all requirements necessary for the Developer to obtain a building permit from the City.

(2) The approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA does not constitute a representation or warranty by the EDA that the Construction Plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Developer or any other users of the Project. Approval of the Construction Plans, or any proposed amendment to the Construction Plans, by the EDA will not constitute a waiver of an Event of Default or of any State or City building or other code requirements that may apply. Nothing in this Agreement shall be construed to relieve the Developer of its obligations to receive any required approval of the Construction Plans from any department of the City and does not relieve the Developer of the obligation to comply with the CPD or applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Project in accordance therewith.

Section 3.6. Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement and to Unavoidable Delays, the Developer will commence construction of the Project by December 31, 2020 and shall substantially complete the Project by

December 31, 2022. The Project will be constructed by the Developer on the Development Property in conformity with the Construction Plans approved by the EDA. Prior to completion, upon the request of the EDA, and subject to applicable safety rules, the Developer will provide the EDA reasonable access to the Development Property. “Reasonable access” means at least one site inspection per week during regular business hours. During construction, marketing and rentals of the Project, the Developer will deliver progress reports to the EDA from time to time as reasonably requested by the EDA.

Section 3.7. Insurance. The Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the EDA, furnish the EDA with proof of payment of premiums on insurance of amounts and coverages normally obtained for properties similar to the Project.

Section 3.8. Encumbrance of the Development Property. Until the Final Payment Date, without the prior written consent of the EDA, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except for the purpose of obtaining funds only to the extent necessary for financing or refinancing the acquisition and construction of the Project (including, but not limited to, land and building acquisition, labor and materials, professional fees, development fees, real estate taxes, reasonably required reserves, construction interest, organization and other direct and indirect costs of development and financing, costs of constructing the Project, and an allowance for contingencies) including without limitation regulatory agreements and land use restriction agreements in connection with such financings; provided, however, this provision shall not be considered a waiver of the requirements of Section 5.3 with respect to any Transfer of the TIF Note in connection with any such financing or refinancing nor shall anything contained in this Section prohibit the Developer from making transfers in accordance with Section 5.3. The EDA hereby consents to any mortgages securing the Developer’s construction financing for the Project and to the succession of the mortgagee thereunder (or any assignee of the mortgagee) or any purchasers at or after foreclosure thereof, by the successful bidder at the sale, to title to the Development Property; provided, however, this provision shall not be considered a waiver of the requirements of Section 5.3 with respect to any Transfer of the TIF Note in connection with any such mortgage.

Section 3.9. Business Subsidy Act.

(1) In order to satisfy the provisions of the Business Subsidy Act with respect to the Project, the Developer acknowledges and agrees that the amount of the “Business Subsidy” granted to the Developer under this Agreement is Reimbursement Amount, and that the Business Subsidy is needed because the construction of the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to redevelop blighted or underutilized property, to provide market rate housing, increase the tax base in the City, and stimulate construction jobs. The housing portion of the Project is exempt from the requirements of the Business Subsidy Act pursuant to an exemption for housing. After holding a public hearing on August 31, 2020, the EDA has determined that creation and retention

of jobs is not a goal of the commercial portion of the Project and consequently have set the wage and job goals (the “Goals”) hereunder at zero.

(2) Because the Goals are set at zero, the Developer is not subject to the prepayment provisions of the Business Subsidy Act.

(3) To the extent required by the Minnesota Department of Employment and Economic Development, within 30 days of a request from the EDA, the Developer agrees to (i) report its progress on achieving the Goals to the EDA until the later of the date the Goals are met or two years from the date of the certificate of occupancy for the residential units of the Project (the “Benefit Date”), (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the EDA; provided, however, that such reporting obligations will not affect the terms of this Agreement which set the Goals at zero or create any obligation for the Developer to meet any greater Goals than those contemplated herein.

(4) The Developer or its permitted assignee agrees to continue operations of the Project for at least 5 years after the Benefit Date.

(5) Other than the assistance provided in this Agreement there are [no other] state or local government agencies providing financial assistance for the Project and the Developer has no parent corporation.

Section 3.10. Right to Collect Delinquent Taxes. The Developer acknowledges that the EDA is providing substantial aid and assistance in furtherance of the Project through reimbursement of Public Development Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the EDA through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the EDA is the prevailing party, the EDA shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 3.11. Review of Taxes.

(1) The Developer agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

(2) The Developer shall notify the EDA within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a “Tax Appeal”). If as of any Payment Date, any Tax Appeal is then pending, the EDA will continue to make payments on the TIF Note but only to the extent that the Pledged Tax Increment relates to property taxes paid with respect to the minimum market value of the Development Property established under the Assessment Agreement as determined by the EDA in its sole discretion and the EDA will withhold the Pledged Tax Increment related to property taxes paid with respect to the market value of the Development Property exceeding the minimum market value of the Development Property established under the Assessment Agreement as determined by the EDA in its sole discretion. The EDA will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Pledged Tax Increment, as applicable, attributable to the disputed tax payments is finalized.

(3) If Minnesota Statutes, Section 273.13 or any applicable successor statute is amended to reduce the applicable classification tax rate, the EDA will require the Developer to exchange the TIF Note for a replacement TIF Note issued in a principal amount determined based on revised projections of Pledged Tax Increments as calculated by the EDA or its tax increment financing consultant. Notwithstanding the date the EDA determines the adjusted principal amount of the TIF Note, such adjustment will date back to the date any such legislative change affects Pledged Tax Increments.

Section 3.12. Lookback

(1) *Generally.* The financial assistance to the under this Agreement is based on certain assumptions regarding likely performance of the Project including operating revenues, expenses and development costs of constructing the Project. The EDA and the Developer agree that the actual financial performance of the property will be reviewed at the times described in this Section, and that the amount of tax increment assistance provided under Section 3.2 will be adjusted accordingly. The EDA and the Developer further agree that the Developer has provided the EDA and its municipal advisor (the “Consultant”) with the Pro Forma Financial Statement showing a target Cash on Cash Return of 11%.

(2) *Definitions.* For the purposes of this Section, the following terms have the following meanings:

“Calculation Date” means both (A) 90 days after the earlier of (i) the date of Stabilization of the Project; or (ii) two years after the date of completion of the Project, as evidenced by the EDA’s issuance of a Certificate of Completion pursuant to Section 4.7 of the CPD and (B) 10 days prior to the scheduled closing of the first Transfer Date.

“Cash Flow” means NOI less debt service with respect to the Project Financing.

“Cash on Cash Return” means net Cash Flow divided by the sum of the Developer’s actual equity, which excludes any grants or City, EDA, Federal or State funds received by the Developer, and the principal amount of the TIF Note, calculated as set forth in the sample lookback calculation attached as **Exhibit G**.

“Project Financing” means the first mortgage loan for financing the acquisition, construction and equipping of the Project.

“NOI” means total annual income and other project-derived annual revenue, including payments under the TIF Note (but excluding proceeds, or the financial effect of the proceeds, from a sale or refinancing), less Operating Expenses, which exclude debt service payments. For purposes of the Cash on Cash Return calculation on the Calculation Date, revenue shall be based upon 95% occupancy regardless of whether the average occupancy of the housing units during the preceding 12 calendar months is higher or lower than 95%.

“Operating Expenses” means reasonable and customary expenses actually incurred in operating the Project, consistent with the Pro Forma Financial Statement, including deposits to commercially reasonable capital replacement reserves and payment of real estate taxes, but excluding debt service payments.

“Pro Forma Financial Statement” the Developer’s cash flow pro forma model financial statement projecting future returns, a summary of which is attached to this Agreement as **Exhibit G**.

“Stabilization” means the calendar month-end date on which the Project has first achieved an average occupancy of 95% of the housing units during the preceding 12 calendar months, or such earlier date as may be requested by the Developer.

“Transfer Date” means the first closing date (if any), that occurs on or before September 30, 2030, of (i) any refinancing of the Project Financing (provided, however, the conversion of construction debt to (or the replacement of construction debt with) permanent debt on the Project will not constitute a refinance giving rise to the review as described in this Section); or (ii) any Transfer (as defined in Section 5.3 other than leases with tenants in the ordinary course of business) of the Project to any person or entity which is not an Affiliate of the Developer.

(3) On the Calculation Date, the Developer shall deliver to the EDA and Consultant (i) the Developer’s actual financial statement, in the same form as the Pro Forma Financial Statement submitted to the EDA pursuant to clause (1) above and showing NOI, and such other financial information as the Consultant shall reasonably require, for the trailing 12-month period preceding the Calculation Date calculated as of the Calculation Date as provided herein and as set forth in the Pro Forma Financial Statement and (ii) evidence, satisfactory to the EDA, of the debt service with respect to the Project Financing as refinanced or the proceeds of the Transfer, as applicable.

(4) The Cash on Cash Return shall be calculated by the Consultant based on the Developer’s financial statement submitted to the EDA pursuant to clause (3) above in a manner comparable to the sample attached as **Exhibit G** based on the Developer’s financial statements submitted to the City pursuant to clause (3) above, with all elements of NOI determined in accordance with generally accepted accounting principles.

(5) If the Cash on Cash Return does not exceed 11%, the TIF Note will remain set at the principal amount established in Section 3.2(1).

(6) If the Consultant determines, based on such review, that the Cash on Cash Return exceeds 11% during that period (to be calculated in a manner comparable to the sample attached as **Exhibit G**), then the principal balance of the TIF Note will be reduced by an amount equal to 50% of the difference between the stated principal amount of the TIF Note and the principal amount of Pledged Tax Increments needed to achieve an 11% Cash on Cash Return (the “Participation Amount”). Such reduction will be effective upon delivery to the Developer of a written notice stating the Participation Amount as determined by the Consultant in accordance with this Section, accompanied by the Consultant’s report and the Developer shall deliver the TIF Note in exchange for a new TIF Note in the principal amount reduced by the Participation Amount.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.

(2) Subject to Unavoidable Delays, failure by the Developer to commence construction of the Project by December 31, 2020, and to proceed with due diligence to substantially complete the construction of the Project pursuant to the terms, conditions and limitations of this Agreement and the CPD, and obtain a certificate of occupancy from the City by December 31, 2022.

(3) Failure of the Developer to observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the CPD, or if any certification, representation, or warranty by the Developer to the EDA is untrue or misrepresented.

(4) If, prior to the Completion Date, the Developer shall

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as 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 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 90 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Notwithstanding anything to the contrary set forth in this Agreement the lenders providing construction or permanent financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the EDA, as specified below, may take any one or more of the following actions after the giving of 30 days' written notice to the Developer, but only if the Event of Default has not been cured within said 30 days; provided that if such Event of Default cannot be reasonably cured within the 30 day period, and the Developer has provided assurances reasonably satisfactory to the EDA that it is proceeding with due diligence to cure such default, such 30 day cure period shall be extended for a period deemed reasonably necessary by the EDA to effect the cure, but in any event not to exceed 180 days:

(1) The EDA may suspend its performance under this Agreement and the TIF Note until such default is cured or the EDA determines that it has received adequate assurances from the Developer, that the Developer will cure its default and continue its performance under this Agreement. Interest on the TIF Note shall not accrue during the period of any suspension of payment.

(2) The EDA may terminate this Agreement and/or cancel the TIF Note.

(3) The EDA may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement the lenders providing construction or permanent financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the cure period provided for the Developer.

Section 4.3. No Remedy Exclusive. No remedy herein 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 and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any 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.

Section 4.5. Indemnification of City and EDA.

(1) The Developer releases from and covenants and agrees that the City and the EDA, and their governing bodies' members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold

harmless the Indemnified Parties 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 Project, or any other loss, cost expense, or penalty, except to the extent caused by any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; including, without limitation, any pecuniary loss or penalty (including interest thereon at the rate of 5.00% per annum from the date such loss is incurred or penalty is paid by the EDA or the City) as a result of the Project failing to cause the TIF District to qualify as a “redevelopment district” under Section 469.174, subdivision 10, of the TIF Act, or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, subdivision 4d of the TIF Act.

(3) 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 or the City and not of any governing body member, officer, agent, servant or employee of the EDA or the City, as the case may be.

Section 4.6. Reimbursement of Attorneys’ Fees. If an Event of Default under Section 4.1 hereof occurs, and the EDA employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will within 30 days reimburse the EDA for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a rental housing development in accordance with this Agreement until the Termination Date.

Section 5.2. Reports. The Developer shall provide the EDA reports in a timely manner with such information about the Project as the EDA may reasonably request for purposes of satisfying any reporting requirements imposed by law on the EDA.

Section 5.3. Limitations on Transfer and Assignment.

(1) Except as provided in Sections 3.8 and 5.3(4), the Developer will not sell, assign, convey, lease or transfer in any other mode or manner (collectively, "Transfer") this Agreement, the TIF Note, or the Development Property or the Project, or any interest therein, without the express written approval of the EDA, which consent will not be unreasonably withheld, conditioned or delayed. The EDA shall deliver a written statement to the Developer indicating whether the Transfer is approved or specifying the additional conditions to be satisfied in accordance with Section 5.3(2). The provisions of this Section 5.3 apply to all subsequent Transfers by authorized transferees;

(2) The EDA shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Development Property, the Project, or the housing or commercial portion thereof, or the TIF Note in connection therewith, which approval will not be unreasonably withheld, conditioned or delayed, that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the EDA, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(b) Any proposed transferee, by instrument in writing satisfactory to the EDA shall, for itself and its successors and assigns, and expressly for the benefit of the EDA have expressly assumed any of the remaining obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject;

(c) There shall be submitted to the EDA for review all instruments and other legal documents involved in effecting transfer, and if approved by EDA, its approval shall be indicated to the Developer in writing;

(d) Any proposed transferee of the TIF Note shall (i) execute and deliver to the EDA the Acknowledgment Regarding TIF Note in the form included in Exhibit 2 to the TIF Note and (ii) surrender the TIF Note to the EDA either in exchange for a new fully registered note or for transfer of the TIF Note on the registration records for the TIF Note maintained by the EDA;

(e) The Developer and its transferees shall comply with such other conditions as are necessary in order to achieve and safeguard the purposes of the Act, the TIF Act and this Agreement; and

(f) In the absence of a specific written agreement by the EDA to the contrary, no such transfer or approval by the EDA thereof shall be deemed to relieve the Developer or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

(3) The Developer agrees to pay all reasonable legal fees and expenses of the EDA, including fees of the City Attorney's office and outside counsel retained by the EDA to review the documents submitted to the EDA in connection with any Transfer.

(4) Nothing contained in this Section shall prohibit the Developer from (i) entering into leases with tenants in the ordinary course of business, or (ii) entering into easements or other agreements necessary for the construction or operation of the Project.

Section 5.4. Conflicts of Interest. No member of the governing body or other official of the EDA shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the EDA shall be personally liable to the EDA in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.5. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the Developer is addressed to or delivered personally to:

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

and with a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attn: Kevin McLain

(b) in the case of the EDA is addressed to or delivered personally to the EDA at:

West St. Paul Economic Development Authority
1616 Humboldt Avenue
West St. Paul, Minnesota 55118
Attn: Executive Director

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.7. No Additional Waiver Implied by One Waiver. If any agreement 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.

Section 5.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.9. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.10. Term; Termination. Unless this Agreement is terminated earlier in accordance with its terms this Agreement shall terminate on the Termination Date. After the Termination Date, if requested by the Developer, the EDA will provide a termination certificate as to the Developer's obligations hereunder.

Section 5.11. Provisions Surviving Rescission, Expiration or Termination. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.12. Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property.

Section 5.13. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. 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 governing body member, officer, agent, servant or employee of the City or the EDA.

Section 5.14. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State, and the Developer agrees that all legal actions initiated by the Developer or EDA with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Dakota County, District Court and shall not be removed therefrom to any other federal or state court.

IN WITNESS WHEREOF, the EDA has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

WEST ST. PAUL ECONOMIC DEVELOPMENT
AUTHORITY

By _____
David J. Napier
Its President

By _____
James Hartshorn
Its Executive Director

This is a signature page to the TIF Assistance Agreement.

**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, Manager

This is a signature page to the TIF Assistance Agreement.

EXHIBIT A

DESCRIPTION OF TIF DISTRICT

The area encompassed by the TIF District shall also include all streets and utility right-of-ways located upon or adjacent to the property described below.

Parcel Number	Address
41-17800-01-070	N/A
41-17800-01-071	1565 Robert St
41-17800-01-063	1571 Robert St
41-24200-01-070	1589 Robert St
41-17800-01-072	81 Wentworth Ave
41-17800-01-076	N/A
41-17800-01-042	N/A
41-17800-01-032	N/A
41-17800-01-052	1555 Robert St

To be replatted as: 41-17800-01-052 1555 Robert St and Lot 1 Block 1, Robert & Wentworth Redevelopment

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property includes all street or utility right-of-ways located upon or adjacent to the property described below.

Parcel Number	Address
41-17800-01-070	N/A
41-17800-01-071	1565 Robert St
41-17800-01-063	1571 Robert St
41-24200-01-070	1589 Robert St
41-17800-01-072	81 Wentworth Ave
41-17800-01-076	N/A
41-17800-01-042	N/A
41-17800-01-032	N/A

To be replatted as: Lot 1 Block 1, Robert & Wentworth Redevelopment

EXHIBIT C

PUBLIC DEVELOPMENT COSTS

Land acquisition

Site grading and improvements

Underground and above ground utilities

Parking

All costs eligible for reimbursement under the TIF Act

EXHIBIT D

FORM OF TAXABLE TIF NOTE

No. R-1

[\$3,820,000]

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA
WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY
TAXABLE TAX INCREMENT REVENUE NOTE
(TOWN CENTER I PROJECT)

_____, 20____

The West St. Paul Economic Development Authority (the “EDA”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Roers West St. Paul Apartments Owner LLC, a Delaware limited liability company or its registered assigns (the “Registered Owner”), the principal amount of [**THREE MILLION EIGHT HUNDRED TWENTY THOUSAND and 00/100 Dollars (\$3,820,000)**], but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

This Note is issued pursuant to that certain TIF Assistance Agreement, dated as of August 31, 2020, as the same may be amended from time to time (the “TIF Assistance Agreement”), by and between the EDA and Roers West St. Paul Apartments Owner LLC (the “Developer”). Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the TIF Assistance Agreement.

The outstanding and unpaid principal amount of this Note shall bear simple, non-compounding interest at the rate equal to ____% [**the lesser of 4.25% per annum or the actual rate per annum on the Developer’s initial construction financing for the Project**]; provided that no interest shall accrue on this Note during any period that an Event of Default has occurred, and such Event of Default is continuing, under the TIF Assistance Agreement and EDA has exercised its remedy under the TIF Assistance Agreement to suspend payment on the Note. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The amounts due under this Note shall be payable on August 1, 2022 and on each February 1 and August 1 thereafter to and including the earliest of (i) the date on which the entire principal and accrued interest on the TIF Note has been paid in full; or (ii) February 1, 2039; or (iii) any earlier date the TIF Assistance Agreement or this Note is cancelled in accordance with the terms of the TIF Assistance Agreement or deemed paid in full; or (iv) the February 1 following the date the TIF District is terminated in accordance with the TIF Act (the “Final Payment Date”) or, if the first should not be a Business Day (as defined in the TIF Assistance Agreement) the next succeeding Business Day (collectively, the “Payment Dates”). On each Payment Date, the EDA shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the

close of the last business day preceding such Payment Date an amount equal to 90% of the Tax Increments (as hereinafter defined) received by the EDA during the 6-month period preceding such Payment Date (“Pledged Tax Increments”).

“Tax Increments” are the tax increments derived from the Development Property (as defined in the TIF Assistance Agreement) and the improvements thereon which have been received and are permitted to be retained by the EDA in accordance with the Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the “TIF Act”) including, without limitation, Minnesota Statutes, Section 469.177; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time; for purposes of this definition, “derived from the Development Property and the improvements thereon” means the portion of Tax Increment actually received by the EDA from the TIF District determined by the EDA, in its sole determination, to have been derived from the Development Property.

Payments on this Note shall be payable solely from the Pledged Tax Increments. All payments made by the EDA under this Note shall first be applied to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest.

This Note shall terminate and be of no further force and effect following the Final Payment Date defined above, or any date upon which the EDA shall have terminated the TIF Assistance Agreement under Section 4.2 thereof or on the date that all principal and interest payable hereunder shall have been or deemed paid in full, whichever occurs earliest. This Note may be prepaid in whole or in part at any time without penalty.

The EDA makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the EDA and some of those factors are listed on the attached Exhibit 1. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the EDA under this Note are subject to these and other factors.

The EDA’s payment obligations hereunder shall be subject to Sections 3.11(2) and 3.12 of the TIF Assistance Agreement and are further subject to the conditions that (i) no Event of Default under Section 4.1 of the TIF Assistance Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, and (ii) the TIF Assistance Agreement shall not have been terminated pursuant to Section 4.2, and (iii) all conditions set forth in Section 3.2(2) of the TIF Assistance Agreement have been satisfied as of such date. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this Note has not been terminated in accordance with Section 4.2 of the TIF Assistance Agreement and said Event of Default shall thereafter have been cured in accordance with Section 4.2. If pursuant to the occurrence of an Event of Default under the TIF Assistance Agreement the EDA elects, in accordance with the TIF Assistance Agreement to cancel and rescind the TIF Assistance Agreement and/or this Note, the EDA shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Assistance Agreement, for a fuller statement of the rights and obligations of the EDA to pay the principal of this Note and

the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein.

THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION OF THE EDA AND NOT A GENERAL OBLIGATION OF THE CITY OF WEST ST. PAUL, MINNESOTA (THE "CITY") OR THE EDA AND IS PAYABLE BY THE EDA ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY OR THE EDA, AND THE FULL FAITH AND CREDIT AND TAXING POWERS OF THE CITY AND THE EDA ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE CITY OR THE EDA, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE EDA'S OBLIGATIONS HEREUNDER.

The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the EDA or the City or of any other public body, and neither the EDA nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise.

This Note is issued by the EDA in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only as provided in Section 5.3 of the TIF Assistance Agreement and subject to the assignee executing and delivering to the EDA the Acknowledgment Regarding TIF Note in the form included in Exhibit 2 attached hereto. Additionally, in order to assign the Note, the assignee shall surrender the same to the EDA either in exchange for a new fully registered note or for transfer of this Note on the registration records maintained by the EDA for the Note. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the EDA outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the EDA to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the West St. Paul Economic Development Authority, by its Board of Commissioners, has caused this Note to be executed by the manual signatures of its President and Executive Director and has caused this Note to be issued on and dated as of the date first written above.

WEST ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on the date first written above, was on said date registered in the name of Roers West St. Paul Apartments Owner LLC, a Delaware limited liability company, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF EXECUTIVE DIRECTOR</u>
Roers West St. Paul Apartments Owner LLC 110 Cheshire Lane, Suite 120 Minnetonka, Minnesota 55305 Attn: Brian Roers and Shane LaFave _____ _____ _____ _____ _____ _____ _____	_____, 20__ _____, 20__ _____, 20__	_____ _____ _____

Exhibit 1
to Taxable TIF Note

RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the EDA include but are not limited to the following:

1. Value of Project. If the contemplated Project (as defined in the TIF Assistance Agreement) constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to

“compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Dakota County to the other taxing jurisdictions and such amount is not available to the EDA as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Multi-Owner District. In determining the amount of tax increment generated by the development property, Dakota County may allocate a sharing factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district. In addition, the sharing factor calculation is not consistent with the method that the EDA will use to determine Pledged Tax Increments.

Exhibit 2
to Taxable TIF Note

ACKNOWLEDGMENT REGARDING TIF NOTE

The undersigned, _____ a _____ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] Roers West St. Paul Apartments Owner LLC (the “Developer”) [secured in part by] the Taxable Tax Increment Revenue Note (Town Center I Project), a pay-as-you-go tax increment revenue note (the “Note”) in the original principal amount of \$3,820,000 dated _____, 20__ [to be] issued by the West St. Paul Economic Development Authority (the “EDA”), [a copy of which is attached hereto].

B. The Note Holder has had the opportunity to ask questions of and receive from the Developer all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the EDA or information provided by the EDA.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for investment and for its own account, and without any view to resale or other distribution.

2. The Note Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [the Note]/[an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

5. The Note Holder is [a bank or other financial institution] / [the owner of the property from which the tax increments which are pledged to the Note are generated].

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the EDA. The Note Holder acknowledges that the EDA has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if

the Note had ceased to be an obligation of the EDA. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City of West St. Paul, Minnesota (the “City”), the EDA, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the EDA, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Project”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Project. If the contemplated Project (as defined in the TIF Assistance Agreement) constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Project is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Project may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Project, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Project could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Project could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Dakota County to the other taxing jurisdictions and such amount is not available to the EDA as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Multi-Owner District. In determining the amount of tax increment generated by the development property, Dakota County may allocate a sharing factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district. In addition, the sharing factor calculation is not consistent with the method that the EDA will use to determine Pledged Tax Increments.

F. The Note Holder acknowledges that the Note was issued as part of a TIF Assistance Agreement between the EDA and the Developer dated August 31, 2020 (“TIF Assistance Agreement”), and that the EDA has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the TIF Assistance Agreement.

G. The Note Holder acknowledges that the EDA makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this ___ day of _____, 20__.

Note Holder:

By _____
Name: _____
Its _____

**EXHIBIT E
PROJECT SOURCES AND USES**



**Roers - Town Center 1 Redevelopment
City of West St. Paul**

Sources and Uses

192 Apartments & 1,700 Sq. Ft. Retail

SOURCES					
Debt		Amount	Percent	Per Unit	
Debt A:	First Mortgage	27,192,262	70.0%	141,626	
Debt B:	TIF Note	3,820,000	9.8%	19,896	
Subtotal		31,012,262	79.8%	161,522	
Category	Other Sources	S&U Detail	Amount	Percent	Per Unit
Equity	Investor Cash		7,163,590	18.4%	37,310
Equity	Developer Cash to fill Remaining Gap		670,236	1.7%	3,491
Subtotal			7,833,826	20.2%	40,801
TOTAL SOURCES			38,846,088	100.0%	202,323

USES				
		Amount	% of Cost	Per Unit
ACQUISITION COSTS		3,650,000	9.4%	19,010
Land Cost	n/a psf	2,450,000	6.3%	12,760
City Land Cost		1,200,000	3.1%	6,250
CONSTRUCTION COSTS		29,081,100	74.9%	151,464
Residential Building		27,840,000	71.7%	145,000
Commercial - Building		127,500	0.3%	664
Construction Contingency		1,113,600	4.0%	5,800
PERMITS/FEES		728,000	1.9%	3,792
Local SAC/WAC Connection Fees		528,000	1.4%	2,750
City Fees Contingency		200,000	0.5%	1,042
PROFESSIONAL SERVICES		1,711,230	4.4%	8,913
Appraisals		7,500	0.0%	39
Architectural & Engineering Fees		799,730	2.1%	4,165
Architectural Reimbursements		10,000	0.0%	52
Architectural Consultant		30,000	0.1%	156
Environmental Assessment Consultant		25,000	0.1%	130
FF&E		250,000	0.6%	1,302
Legal - Development		100,000	0.3%	521
Market Research		7,500	0.0%	39
Marketing/Leasing		186,500	0.5%	971
Construction Management Fee		240,000	0.6%	1,250
Soft Cost Contingency		25,000	0.1%	130
Survey		30,000	0.1%	156
FINANCING COSTS		2,047,255	5.3%	10,663
Construction Period Interest		896,087	2.3%	4,667
Inspections - Lenders		7,500	0.0%	39
Insurance - Hazard/Liability		85,000	0.2%	443
Lender Legal		35,000	0.1%	182
Loan Origination Fees		168,432	0.4%	877
Real Estate Taxes During Construction		60,000	0.2%	313
Title & Recording		125,000	0.3%	651
Carried Developer Equity		670,236	1.7%	3,491
DEVELOPER FEE		1,503,503	3.9%	7,831
Developer Fee		1,503,503	3.9%	7,831
CASH ACCOUNTS/ESCROWS/RESERVES		125,000	0.3%	651
Management Startup/Leasing		125,000	0.3%	651
TOTAL USES		38,846,088	100%	202,323

EXHIBIT F

FORM OF MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (the “Agreement”), dated as of this 31st day of August, 2020, is between the West St. Paul Economic Development Authority (the “EDA”) and Roers West St. Paul Apartments Owner LLC, a Delaware limited liability company (the “Developer”).

WITNESSETH

WHEREAS, on or before the date hereof the EDA and Developer have entered into a TIF Assistance Agreement dated as of August 31, 2020 (the “TIF Assistance Agreement”) regarding certain real property located in the City of West St. Paul, Minnesota (the “City”) the description of which is attached hereto as **Exhibit A** (the “Development Property”); and

WHEREAS, it is contemplated that pursuant to the TIF Assistance Agreement, the Developer will undertake the 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 “Project”), in accordance with plans and specifications approved by the EDA; and

WHEREAS, the EDA and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177; and

WHEREAS, the Developer has acquired the Development Property; and

WHEREAS, the EDA and the County Assessor of Dakota County have reviewed plans and specifications for the Project; and

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2022, the minimum market value, which shall be assessed for the Development Property for taxes payable 2023 and in each year thereafter, shall not be less than \$25,257,500.
2. The minimum market values herein established shall be of no further force and effect after assessment on or before January 31, 2037, for taxes payable in 2038 provided, however, this Agreement shall terminate on such date as the TIF District (as defined in the TIF Assistance Agreement) is decertified (the “Termination Date”). If the Termination Date is earlier than January 31, 2037 for taxes payable in 2038, the EDA shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Development Property.

3. This Agreement shall be recorded by the EDA with the County Recorder of Dakota County, Minnesota and in the Office of the Dakota County Registrar of Titles. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the TIF Assistance Agreement between the EDA and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, shall be governed by and interpreted pursuant to Minnesota law, and may be executed in counterparts, each of which shall constitute an original hereof and all of which shall constitute one and the same instrument.

This Instrument Drafted By:
Kennedy & Graven, Chartered (JSB)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402-1403

IN WITNESS WHEREOF, the EDA and the Developer have caused this Minimum Assessment Agreement to be executed in their names and on their behalf all as of the date set forth above.

WEST ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By _____
President

By _____
Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the President of the West St. Paul Economic Development Authority, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said Authority.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the Executive Director of the West St. Paul Economic Development Authority, a body corporate and politic organized and existing under the Constitution and laws of the State of Minnesota, on behalf of said Authority.

Notary Public

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, Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____, 2020, by Brian J. Roers, 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, on behalf of the company.

Notary Public

Exhibit A to Minimum Assessment Agreement

Legal Description of Development Property

The property located in the City of West St. Paul, Dakota County, Minnesota described as:

Parcel Number	Address
41-17800-01-070	N/A
41-17800-01-071	1565 Robert St
41-17800-01-063	1571 Robert St
41-24200-01-070	1589 Robert St
41-17800-01-072	81 Wentworth Ave
41-17800-01-076	N/A
41-17800-01-042	N/A
41-17800-01-032	N/A

To be replatted as: Lot 1 Block 1, Robert & Wentworth Redevelopment

EXHIBIT G

FORM OF LOOKBACK PROFORMA

EHLERS | Roers - Town Center 1 Redevelopment
 City of West St. Paul
 192 Market Rate Apartments; 1,700 (sf) Commercial Space
 Multi-Year Operating Proforma

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income			Stabilized																	
Rental Income																				
Gross Potential Rent	3,215,100	3,241,892	3,322,940	3,408,013	3,491,164	3,576,443	3,667,904	3,759,601	3,853,591	3,949,931	4,048,679	4,149,896	4,253,644	4,359,965	4,468,984	4,580,709	4,695,227	4,812,607	4,932,923	5,056,246
Less: 5.0% Stabilized Vacancy	(160,755)	(162,095)	(166,147)	(170,301)	(174,558)	(178,922)	(183,395)	(187,980)	(192,680)	(197,497)	(202,434)	(207,495)	(212,682)	(217,999)	(223,449)	(229,035)	(234,761)	(240,630)	(246,646)	(252,812)
Less: Additional Pre-stabilization Vacancy	(2,730,548)	(395,892)																		
Total Rental Income	323,797	2,683,906	3,156,793	3,238,713	3,316,605	3,399,520	3,484,508	3,571,621	3,660,912	3,752,435	3,846,245	3,942,402	4,040,962	4,141,986	4,245,535	4,351,674	4,460,465	4,571,977	4,686,277	4,803,433
Other Residential Income																				
Underground Parking	134,160	134,817	138,188	141,643	145,184	148,813	152,533	156,347	160,256	164,262	168,368	172,578	176,892	181,314	185,847	190,493	195,256	200,137	205,141	210,269
Tenant Charges	62,400	62,706	64,273	65,880	67,527	69,215	70,946	72,719	74,537	76,401	78,311	80,269	82,275	84,332	86,441	88,602	90,817	93,087	95,414	97,800
Miscellaneous	9,600	9,647	9,888	10,135	10,389	10,649	10,915	11,188	11,467	11,754	12,048	12,349	12,658	12,974	13,299	13,631	13,972	14,321	14,679	15,046
Less: Vacancy	(10,308)	(10,359)	(10,617)	(10,883)	(11,155)	(11,434)	(11,720)	(12,013)	(12,313)	(12,621)	(12,936)	(13,260)	(13,591)	(13,931)	(14,279)	(14,636)	(15,002)	(15,377)	(15,762)	(16,156)
Less: Additional Pre-stabilization Vacancy	(127,132)																			
Total Other Residential Income	68,720	196,812	201,732	206,775	211,945	217,243	222,674	228,241	233,947	239,796	245,791	251,936	258,234	264,690	271,307	278,090	285,042	292,168	299,472	306,959
Net Residential Income (NRI)	392,517	2,880,717	3,358,525	3,445,488	3,528,550	3,616,764	3,707,183	3,799,862	3,894,859	3,992,230	4,092,036	4,194,337	4,299,196	4,406,675	4,516,842	4,629,763	4,745,507	4,864,145	4,985,749	5,110,392
Commercial Income																				
Less: Commercial Vacancy - 0.0%	30,600	30,600	31,365	32,149	32,953	33,777	34,621	35,487	36,374	37,283	38,215	39,171	40,150	41,154	42,182	43,237	44,318	45,426	46,562	47,726
Less: Additional Pre-stabilization Loss	(20,400)																			
Net Commercial Income	10,200	30,600	31,365	32,149	32,953	33,777	34,621	35,487	36,374	37,283	38,215	39,171	40,150	41,154	42,182	43,237	44,318	45,426	46,562	47,726
Effective Gross Income (EGI)	402,717	2,911,317	3,389,890	3,477,637	3,561,503	3,650,540	3,741,804	3,835,349	3,931,233	4,029,514	4,130,251	4,233,506	4,339,345	4,447,829	4,559,025	4,673,000	4,789,025	4,909,571	5,032,510	5,159,110
Expenses																				
Rental Unit Expenses																				
Operating Expenses	722,600	740,665	759,182	778,161	797,615	817,556	837,994	858,944	880,418	902,428	924,989	948,114	971,817	996,112	1,021,015	1,046,540	1,072,704	1,099,521	1,127,009	1,155,185
Management Fee: 3.5% of EGI	14,088	101,848	118,590	121,555	124,594	127,709	130,902	134,174	137,529	140,967	144,491	148,103	151,806	155,601	159,491	163,478	167,565	171,754	176,048	180,449
Property Taxes	67,620	287,385	422,021	426,241	436,897	447,819	459,015	470,490	482,252	494,309	506,666	519,333	532,316	545,624	559,265	573,247	587,578	602,267	617,324	632,757
Reserves: \$250 PUPY	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000
Modified Rental Expense During Stabilization	(715,053)	(126,900)																		
Total Rental Unit Expenses	137,255	1,051,398	1,347,793	1,373,957	1,407,106	1,441,084	1,475,911	1,511,609	1,548,199	1,585,704	1,624,147	1,663,550	1,703,939	1,745,337	1,787,771	1,831,265	1,875,847	1,921,543	1,968,381	2,016,391
NET OPERATING INCOME	265,462	1,859,919	2,042,097	2,103,680	2,154,397	2,209,457	2,268,893	2,332,740	2,383,034	2,443,810	2,506,105	2,569,958	2,635,406	2,702,492	2,771,254	2,841,735	2,913,979	2,988,028	3,063,929	3,141,727
Tax Increment Financing Revenue	0	134,278	311,828	314,946	318,096	321,277	324,489	327,734	331,012	334,322	337,665	341,042	344,452	347,897	351,376	354,889	358,438	362,023	365,643	0
ADJUSTED NET OPERATING INCOME	265,462	1,994,197	2,353,925	2,418,626	2,472,492	2,530,733	2,590,382	2,651,475	2,714,045	2,778,131	2,843,770	2,910,999	2,979,859	3,049,388	3,120,629	3,193,625	3,272,417	3,358,051	3,429,572	3,511,727
Debt Service																				
Debt A: First Mortgage	0	1,060,498	1,425,298	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928	1,502,928
Debt B: TIF Note	0	152,003	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005	304,005
Debt C: Other Loans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Debt Service	0	1,212,501	1,729,303	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933	1,806,933
Debt Coverage																				
Debt Coverage w/o Tax Increment Financing	0%	164%	136%	134%	137%	140%	143%	147%	150%	154%	157%	161%	165%	169%	173%	177%	181%	185%	190%	209%
Debt Coverage w/ Tax Increment Financing	0%	153%	118%	116%	119%	122%	125%	129%	132%	135%	139%	142%	146%	150%	153%	157%	161%	165%	170%	209%
NET CASH FLOW	265,462	781,696	624,622	608,693	665,559	723,800	783,449	844,542	907,112	971,198	1,036,837	1,104,066	1,172,926	1,243,455	1,315,696	1,389,692	1,465,484	1,543,118	1,622,639	1,638,799
Expenses Paid from Net Cash Flow																				
Asset Management Fee	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034
Subtotal	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034	42,034
NET CASH FLOW AVAILABLE FOR DISTRIBUTION	223,428	739,662	582,588	566,659	623,525	681,766	741,415	802,508	865,078	929,164	994,803	1,062,032	1,130,892	1,201,421	1,273,662	1,347,658	1,423,450	1,501,084	1,580,605	1,596,765
Returns Analysis																				
Net Cash to Developer	223,428	739,662	582,588	566,659	623,525	681,766	741,415	802,508	865,078	929,164	994,803	1,062,032	1,130,892	1,201,421	1,273,662	1,347,658	1,423,450	1,501,084	1,580,605	1,596,765
Net Cash to Developer (w/o assistance)	223,428	605,385	270,760	251,713	305,430	360,490	416,926	474,773	534,067	594,843	657,138	720,991	786,439	853,525	922,287	992,768	1,065,012	1,139,061	1,214,962	1,596,765
Cash on Cash Annual Return	2.9%	9.4%	7.4%	7.2%	8.0%	8.7%	9.5%	10.2%	11.0%	11.9%	12.7%	13.6%	14.4%	15.3%	16.3%	17.2%	18.2%	19.2%	20.2%	20.4%
Cash on Cash Average Annual Return	2.9%	9.4%	8.4%	8.0%	8.0%	8.2%	8.4%	8.6%	8.9%	9.3%	9.6%	10.0%	10.3%	10.7%	11.1%	11.5%	11.9%	12.4%	12.8%	13.2%
Cash on Cash Annual Return (w/o TIF assistance)	2.9%	7.7%	3.5%	3.2%	3.9%	4.6%	5.3%	6.1%	6.8%	7.6%	8.4%	9.2%	10.0%	10.9%	11.8%	12.7%	13.6%	14.5%	15.5%	20.4%
Cash on Cash Average Annual Return (w/o TIF assistance)	0.5%	7.7%	5.6%	4.8%	4.6%	4.9%	4.7%	4.9%	5.1%	5.4%	5.7%	6.0%	6.4%	6.7%	7.1%	7.4%	7.8%	8.2%	8.6%	9.2%

ROBERT STREET & WENTWORTH AVENUE

NOT FOR CONSTRUCTION

1571 ROBERT STREET WEST ST PAUL, MINNESOTA

DRAWING INDEX

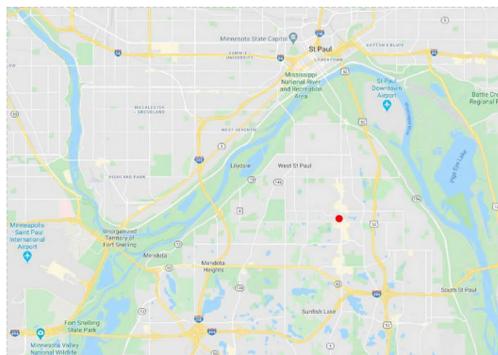
DRAWING INDEX - ENTITLEMENTS		
DRAWING NUMBER	DRAWING NAME	LAND USE
T1-1	TITLE SHEET	•
CIVIL		
C1.1	CIVIL PLAN	•
LANDSCAPE		
L1.1	LANDSCAPE PLAN	•
ARCHITECTURAL		
A0-0	EXISTING CONDITIONS	•
A0-1	SITE PLAN	•
A0-2	DESIGN PERSPECTIVES	•
A3-1	EXTERIOR ELEVATIONS	•
A3-2	EXTERIOR ELEVATIONS	•

DRAWING INDEX - ENTITLEMENTS		
DRAWING NUMBER	DRAWING NAME	LAND USE

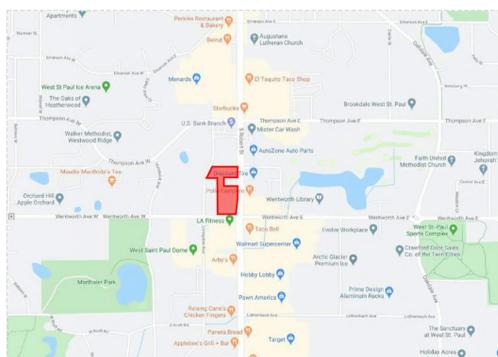
TO BE UPDATED

PROJECT IMAGE

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	140.0	36,907	32,432	79%	27,173	1,595	-	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		237,788	156,021	59%	134,803	8,682	-	21,818	9,099	5,268	-	-	18,117	2,704	-	-	265	120

Summary / Calculations	
237,788	Total Project GSF
134,803	Total Residential SF
265	Parking Spaces
187	Beeds
187	Units
1272	Project GSF / Unit
723	Residential SF / Unit
1.20	Parking Ratio / Beeds
1.42	Parking Ratio / Units
0.55	Bicycle Ratio / Beeds
0.64	Bicycle Ratio / Unit

Level	Unit Name	1 BED	1 BED + DEN	2 BED	STUDIO	
		Beds/Unit	Baths/Unit	Beds/Unit	Baths/Unit	
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' STANDARD	ACCESSIBLE STALL	BICYCLE	9'-0" X 18' STANDARD W/ BIKE	9'-0" X 16' COMPACT
		LEVEL 5	0	0	0	0
LEVEL 4	0	0	0	0	0	
LEVEL 3	0	0	0	0	0	
LEVEL 2	0	0	0	0	0	
LEVEL 1	155	97	4	54	0	
LOWER LEVEL	230	92	4	66	2	
Total Stalls/Type		189	8	120	66	2
% of total Stalls		49.1%	2.1%	31.2%	17.1%	0.5%

CITY SUBMISSION PROGRESS PRINT 7/22/2020

ORIGINAL ISSUE:
07/09/20

REVISIONS:
No. Description Date

220515
PROJECT NUMBER

Author _____ Checker _____
DRAWN BY _____ 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



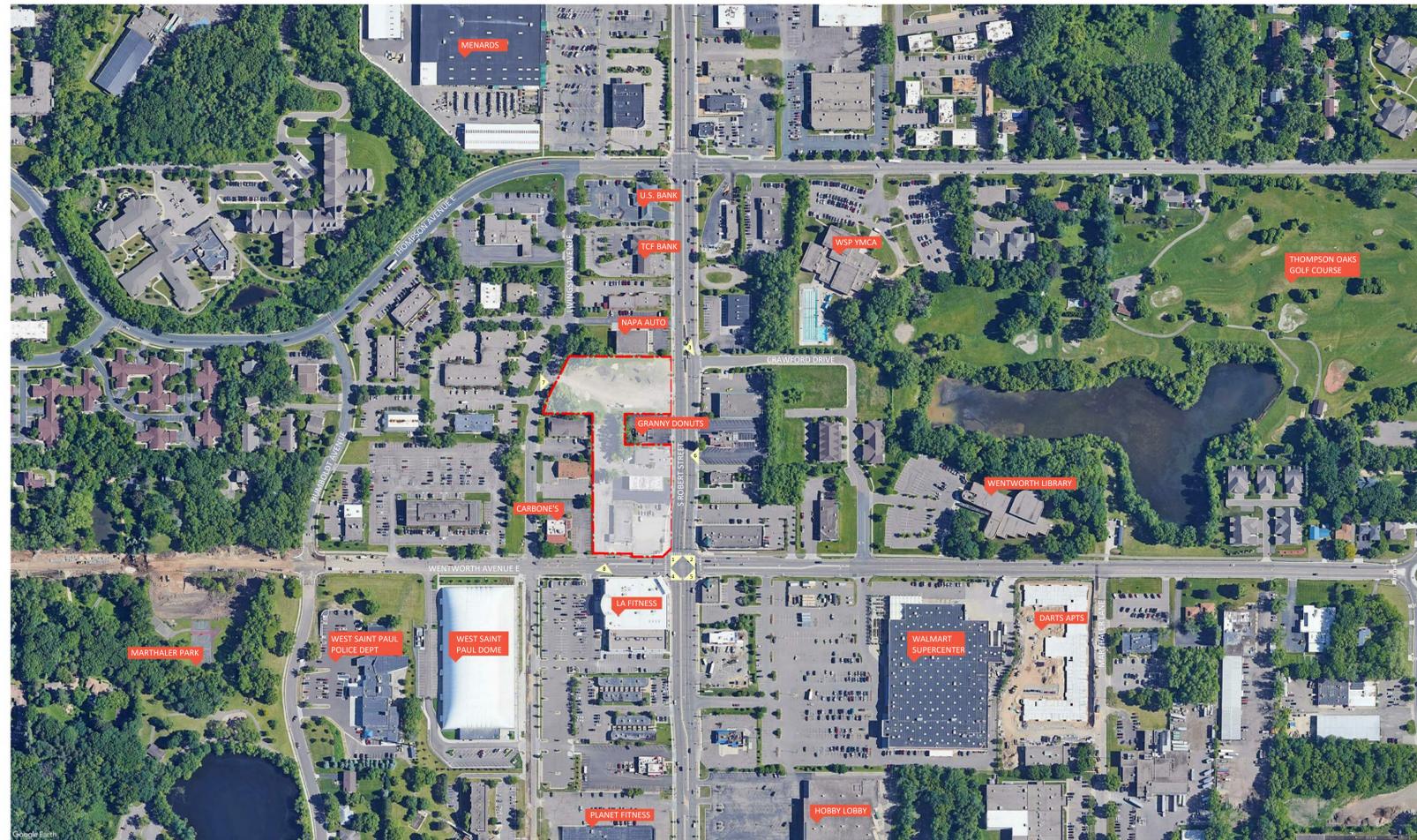
6 WEST AT ROBERT ST



7 EAST AT LIVINGSTON AVE



8 NORTH AT WENTWORTH AVE



EXISTING SITE CONTEXT

CITY SUBMISSION
PROGRESS PRINT
7/22/2020

ORIGINAL ISSUE:
07/08/20

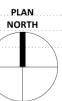
REVISIONS:
No. Description Date

220515
PROJECT NUMBER

AJ
DRAWN BY

Checker
CHECKED BY

KEY PLAN



S Robert & Wentworth

EXISTING CONDITIONS

A0-0



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

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 _____

TO BE UPDATED - GIS DATA

NOT FOR CONSTRUCTION

CITY SUBMISSION
PROGRESS PRINT
7/22/2020

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KEY PLAN

S Robert & Wentworth

EXISTING CONDITIONS
A0-0b

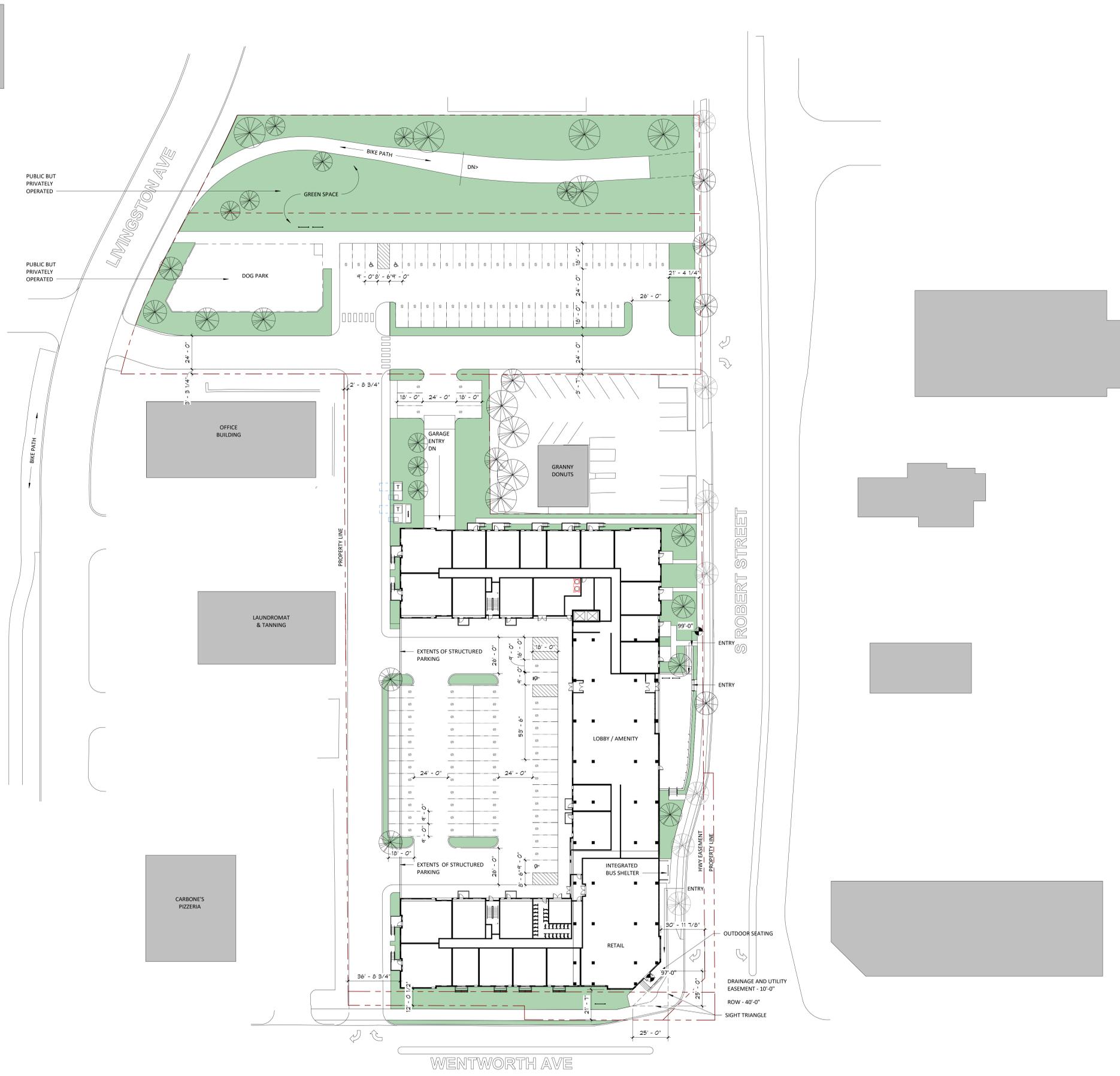
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

Signature _____

Typed or Printed Name _____

License # _____ Date _____

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S Robert & Wentworth

SITE PLAN
A0-1



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

TO BE UPDATED

S Robert & Wentworth
West Saint Paul, MN



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

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DESIGN PERSPECTIVES

A0-2

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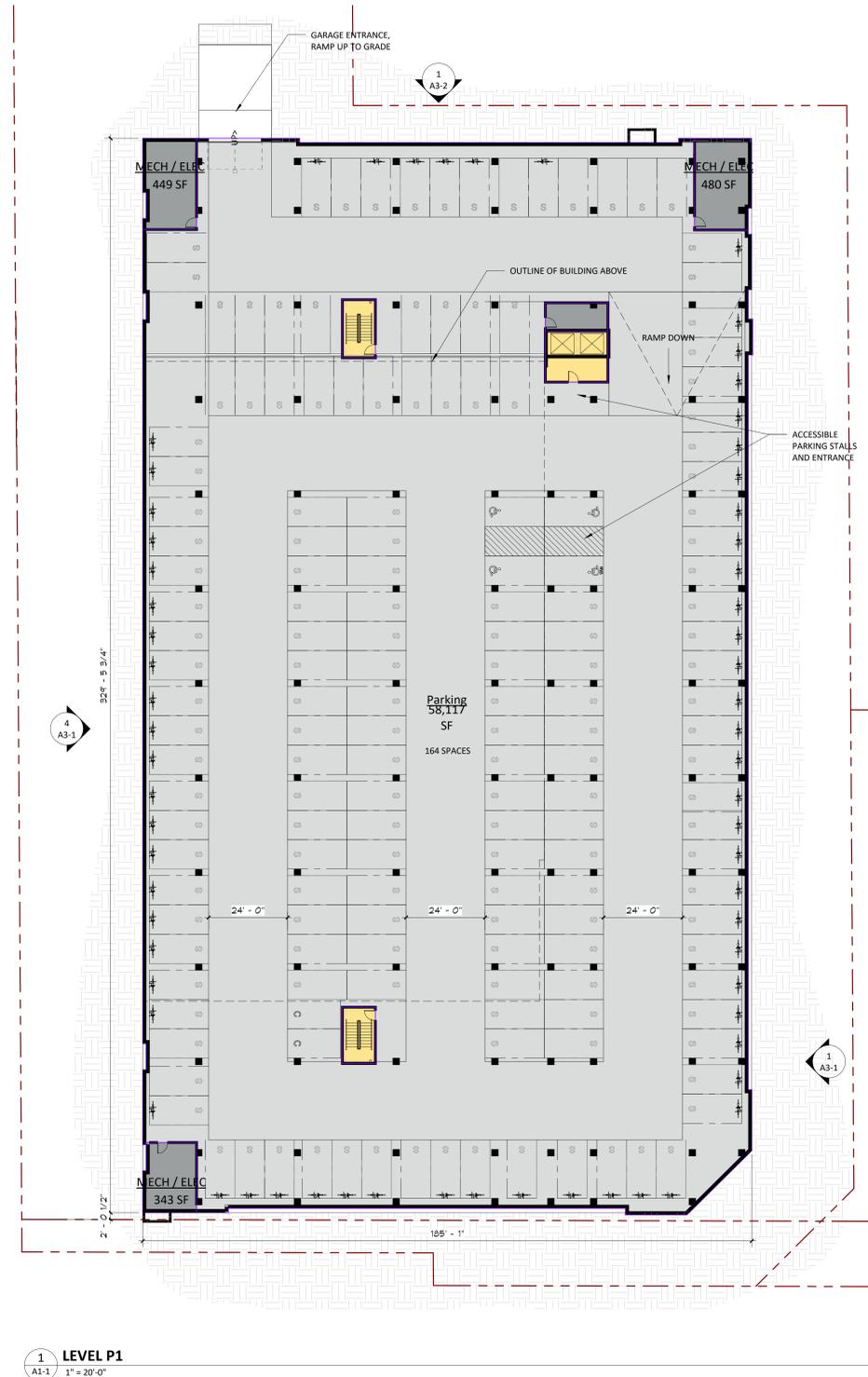
KEY PLAN

PLAN NORTH



S Robert & Wentworth

FLOOR PLANS
A1-1



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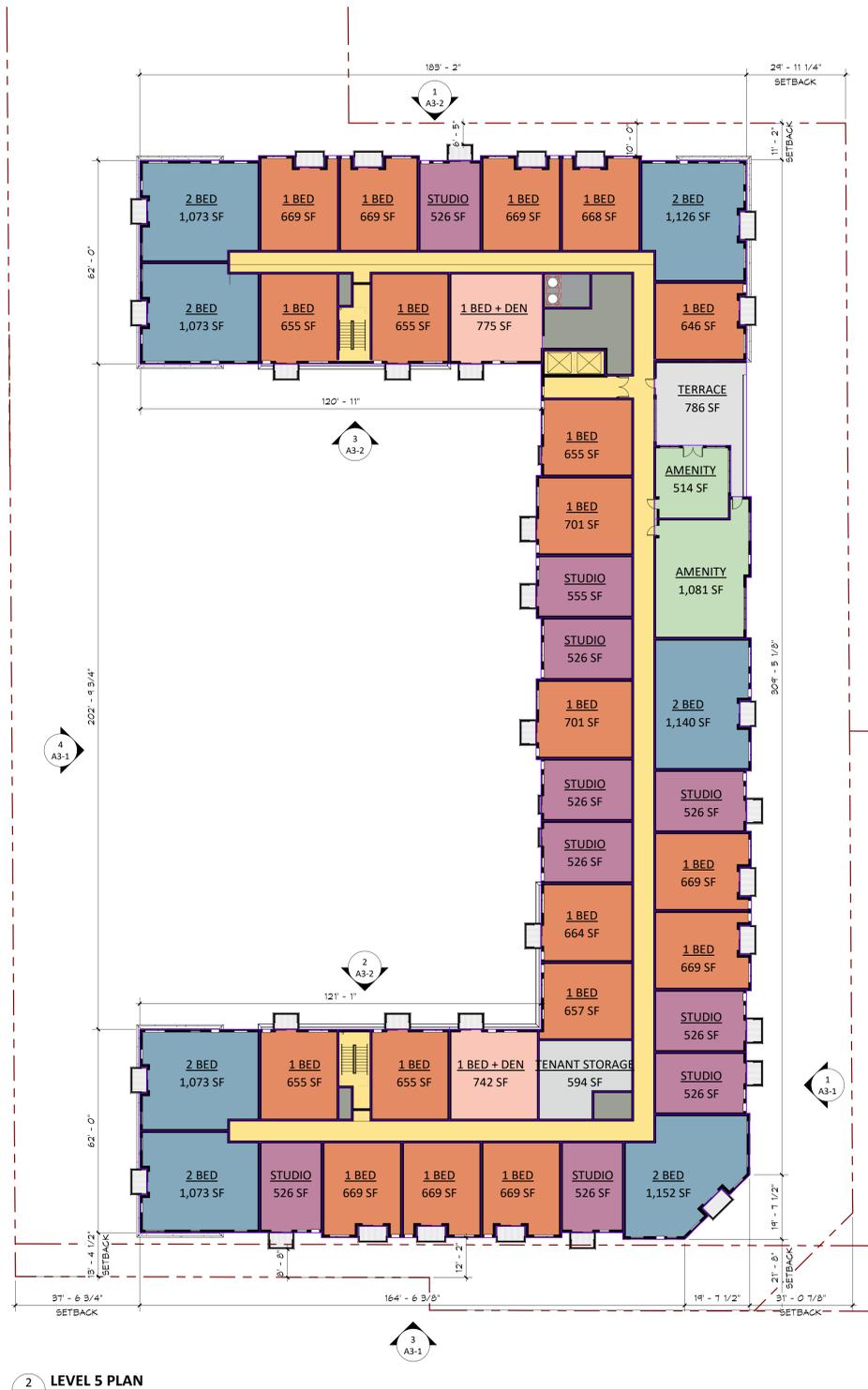
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FLOOR PLANS

A1-2



MATERIAL PERCENTAGE

AREA	MATERIAL PERCENTAGE			
	NORTH	EAST	SOUTH	WEST
BRICK	600	2364	1719	
DARK	3357	4714	2983	
LIGHT	2702	2482	1553	
ACCENT	501	870	473	
GLAZING	2773	6912	3204	
TOTAL SF	9933	17342	9932	

PERCENTAGE	PERCENTAGE			
	NORTH	EAST	SOUTH	WEST
Primary	6%	14%	17%	
Secondary	34%	27%	30%	
Primary	27%	14%	16%	
Secondary	5%	5%		
Primary	28%	40%	22%	
TOTAL	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 AND DO NOT ACCOUNT FOR ALL INS AND OUTS OF THE BUILDING EXTERIOR.

METRICS TO BE UPDATED



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



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

ELEVATIONS IN PROGRESS



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

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EXTERIOR ELEVATIONS

A3-1

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Typed or Printed Name _____

License # _____ Date _____



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"

ELEVATIONS IN PROGRESS

NOT FOR CONSTRUCTION

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EXTERIOR ELEVATIONS

A3-2

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%

M:\17Proj\170745\400 Design\406 Reports\2020 Revised Report\Final Report\170745 West St Paul Town Center 1 TIF Summary Spreadsheet.xlsx]Property Info

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

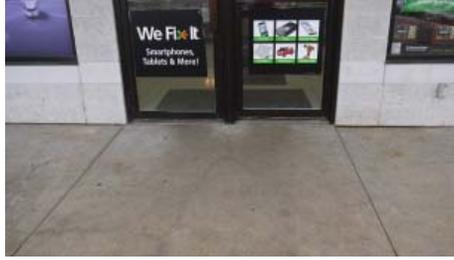
Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
Mechanical- Electrical					
				\$	-
				Total Code Improvements	\$ 48,438

West Saint Paul Town Center 1 TIF Analysis

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



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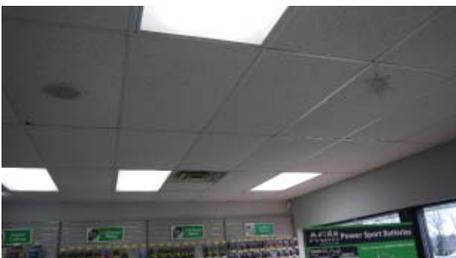
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West Saint Paul Town Center 1 TIF Analysis

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		8.85	35,397.96
	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick		5.72	22,871.94
	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide		3.13	12,526.02
A1030	Slab on Grade		7.85	31,388.72
	Slab on grade, 6" thick, light industrial, reinforced		7.85	31,388.72
A2010	Basement Excavation		0.31	1,243.20
	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage		0.31	1,243.20
B Shell		31.53%	30.59	122,367.71
B1020	Roof Construction		6.23	24,904.84
	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
B2010	Exterior Walls		11.07	44,277.85
	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
B2020	Exterior Windows		1.72	6,888.16
	Windows, aluminum, sliding, standard glass, 5' x 3'		1.72	6,888.16
B2030	Exterior Doors		3.39	13,570.48
	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening		0.84	3,354.96
	Door, steel 24 gauge, overhead, sectional, manual operation, 12'-0" x 12'-0" opening		2.55	10,215.52
B3010	Roof Coverings		8.18	32,726.38
	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped		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

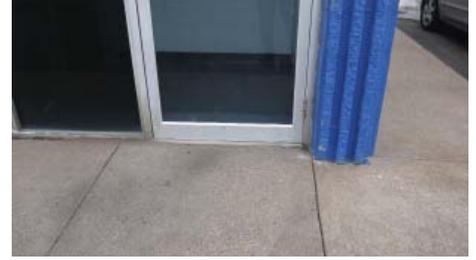
Photos: Parcel 6, 1571 ROBERT ST S, AAMCO



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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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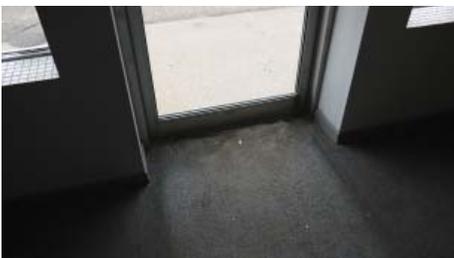
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West Saint Paul Town Center 1 TIF Analysis

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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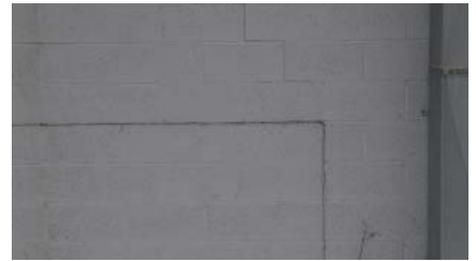
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West Saint Paul Town Center 1 TIF Analysis

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



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Phase II Environmental Site Assessment

Proposed Apartment Building
1539, 1565 and 1571 Robert Street, 81 Wentworth Avenue E, and
Parcels 42-17800-010-40, 42-17800-010-70, 42-17800-010-76 and
42-24200-010-70
West St. Paul, Minnesota

Prepared for

**Roers West St. Paul Apartments
Owner LLC**

August 21, 2020

Project B2005266.00

Shane LaFave
Roers West St. Paul Apartments Owner LLC
110 Cheshire Lane
Minnetonka, MN 55305

Re: Phase II Environmental Site Assessment
Proposed Apartment Building
1539, 1565 and 1571 Robert Street, 81 Wentworth Avenue E, and
Parcels 42-17800-010-40, 42-17800-010-70, 42-17800-010-76 and 42-24200-010-70
West St. Paul, Minnesota

Dear Shane LaFave:

On behalf of Roers West St. Paul Apartments Owner, LLC, Braun Intertec Corporation conducted a Phase II Environmental Site Assessment (ESA) of the above-referenced site (Site) in accordance with the authorized scope of services described in our proposal dated July 13, 2020. No other party has a right to rely on the contents of this Phase II ESA without the written authorization of Braun Intertec.

The Phase II ESA was prepared in association with the proposed Site redevelopment. The objective of the Phase II ESA was to investigate the recognized environmental conditions identified in a Phase I ESA conducted at the Site by Braun Intertec (Project B2005266) dated August 3, 2020 and to assist in determining appropriate off-site disposal and reuse options for both fill and native soil at the Site. For a complete discussion of our assessment, please refer to the attached Phase II ESA report.

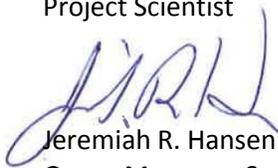
We appreciate the opportunity to provide our professional services to you for this project. If you have any questions or comments regarding this report or the project in general, please contact Justin Michael at 952.995.2617 or Jeremy Hansen at 952.995.2464.

Sincerely,

BRAUN INTERTEC CORPORATION



Justin Michael
Project Scientist



Jeremiah R. Hansen
Group Manager, Senior Scientist

Attachment: Phase II Environmental Site Assessment Report

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- B: Laboratory Analytical Reports
- C: Standard Operating Procedures
- D: References

A. Introduction

A.1. Authorization

Braun Intertec Corporation received authorization from Shane LaFave of Roers West St. Paul Apartments Owner LLC to conduct a Phase II Environmental Site Assessment (ESA) of the proposed apartment building located northwest of the intersection of South Robert Street and Wentworth Avenue East in West St. Paul, Minnesota (Site), in accordance with the scope of services described in Braun Intertec's proposal dated July 13, 2020. The Phase II ESA was prepared in association with the redevelopment of the Site.

This Phase II ESA was prepared on behalf of and for use by Roers West St. Paul Apartments Owner LLC in accordance with the contract between Roers West St. Paul Apartments Owner LLC and Braun Intertec. No other party has a right to rely on the contents of this Phase II ESA without the written authorization of Braun Intertec.

A geotechnical evaluation was also conducted by Braun Intertec and is provided under separate cover.

A.2. Project Objective

The objective of the Phase II ESA was to investigate the recognized environmental conditions identified in a Phase I ESA conducted at the Site by Braun Intertec (Project B2005266) dated August 3, 2020 and to assist in determining appropriate off-site disposal and reuse options for both fill and native soil at the Site.

B. Site Background

B.1. Site Location and Description

The Site is located at 1539, 1565, and 1571 Robert Street S, 81 Wentworth Avenue E, and parcels 42-17800-010-40, 42-17800-010-70, 42-17800-010-76, and 42-24200-010-70 (see Figure 1). The Site is located within the southwest quarter of the northwest quarter of Section 20, Township 28 North, Range 22 West, in the city of West St. Paul, Dakota County, Minnesota.

The Site consists of eight contiguous parcels totaling approximately 3.89 acres in size. The parcels are currently owned by the City of West St Paul, the West St Paul Economic Development Authority, WSTP LLC, and 1571 Robert St WFW LLC. A Site Diagram which shows the parcels is included as Figure 2.

The Site was developed with three buildings: one commercial/retail building occupied by Batteries Plus Bulbs, one automobile service center occupied by Aamco Transmission & Car Care and one vacant building formerly occupied by Maaco Auto Painting and Bodyworks. The remainder of the Site consisted of vacant land and/or paved lots.

The Site is bordered on the north by a building occupied by Napa Auto Parts with commercial properties located beyond; on the east by Robert Street South followed by commercial businesses including Discount Tire, KFC, Pollo Campero, Wentworth Plaza and Jimmy John's/Verizon Wireless with commercial and residential properties located beyond; on the south by Wentworth Avenue East followed by an LA Fitness and retail center with commercial properties located beyond; and on the west by multi-tenant office buildings, Davita Dialysis, The Wooden Tub, Carbone's Pizzeria Bar & Grill with office and residential properties located beyond.

B.2. Proposed Development

The client is considering acquisition and redevelopment of the Site into an apartment building with first-floor retail space and underground parking. The proposed redevelopment includes two surface parking areas, one on the south portion of the Site and a second parking area, green space, and a dog park on the north portion of the Site.

B.3. Previous Site Investigations

Braun Intertec completed a Phase I ESA at the Site in August 2020, the results of which are presented in the report titled *Phase I Environmental Site Assessment, Proposed West St. Paul Apartments, 1539, 1541, 1561, 1565, 1571 and 1589 Robert Street; 81 Wentworth Avenue East; and Parcel 42-17800-010-76, West St. Paul, Minnesota*, prepared by Braun Intertec, dated August 3, 2020 (project B2005266) (2020 Phase I ESA).

According to the recently conducted Phase I ESA, the Site was historically wooded land and/or developed as cultivated cropland from at least 1937 through 1947. A residence occupied the northern portion of the Site from at least 1951 through 1963; a residence-like building occupied the central portion of the Site from at least 1937 through 1968; and a residence and/or excavating contractor occupied the southwest portion of the Site from at least 1947 through 1976. A commercial building was constructed on the

northern portion of the Site (1539 Robert Street S) in 1966; an addition to that building was constructed in 1972; and the building was demolished in 2015. Past occupants of the commercial building included an electrical contractor, a real estate office, a plumbing contractor, a transportation inspection business, various nightclubs and saloons, various billiards rooms, and Blockbuster Video. A restaurant was constructed on the central portion of the Site in 1985 and the restaurant building was demolished in 1992. The existing Batteries Plus Bulbs building (1565 Robert Street S) was constructed in 1993 and has always been occupied by Batteries Plus Bulbs (formerly known as Batteries Plus). The existing Aamco Transmission & Car Care building (1571 Robert Street S) was constructed in 1977 and has always been occupied by an automobile transmission and car care service business. The existing building on the southwest portion of the Site (81 Wentworth Avenue East) was constructed in 1977. The building has always been occupied by an automobile painting and bodywork business and was formerly known as Maaco Auto Painting and Bodyworks. The southeast portion of the Site (1589 Robert Street S) was occupied by a gasoline station (Texaco Service) from 1968 through 1973 and a restaurant (Polly's Slow Foods Restaurant) in 1983. A different commercial building was constructed on this parcel in 1994 and was listed as Car X Muffler & Brakes from 1997 through 2012. This building was demolished in 2013.

The Phase I ESA identified the following recognized environmental conditions in connection with the Site:

- The county database records review identified two historic surface disposal areas that extended onto the Site. In addition, based on the available historical information, there were residential and commercial buildings on the Site that have since been demolished. It is unknown if the demolition debris associated with the buildings was buried on the Site or hauled away for disposal. There is a potential that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during redevelopment activities. This potential represents a recognized environmental condition.
- The Site was currently developed at 1571 Robert Street S with Aamco Transmission & Car Care and 81 Wentworth Avenue E with a vacant building formerly occupied by Maaco Auto Painting and Bodyworks. While no releases have been reported, automotive maintenance and repair have occurred on the Site at these locations since 1977. Aamco was a generator of hazardous waste, had trench drains connected to an oil water separator, and underground hydraulic hoists were formerly used inside five of the Aamco service bays. No confirmation testing data of soils was conducted when the hoists were removed. The Maaco Site building was not accessed as part of this assessment; however, Maaco was a generator of hazardous waste and it is likely, based on experience, that similar features were located in that building due to the type of services formerly performed at this location. It is not uncommon to find contamination below and along floor drains, flammables traps, sewer pipes and hoists during

removal of the building slab and underground utilities. Therefore, the use of the Site for automobile maintenance since 1977 and the potential for soil, groundwater, and/or soil vapor contamination related to these uses of the Site represents a recognized environmental condition.

- A release (MPCA Leak No. 569) of petroleum was discovered at the 1589 Robert Street S Site parcel on May 8, 1988 during the removal of two underground gasoline storage tanks associated with a former Texaco gasoline station that was located on this parcel. The file regarding the release was closed by the Minnesota Pollution Control Agency (MPCA) indicating that the investigation was completed to their satisfaction; however, this does not suggest that no contamination remains. Groundwater contamination was reported and based on the available information it appears that contaminated soils remain. There is a potential that petroleum contaminated soil is present at the Site that may require management as solid or hazardous waste. Further, the contaminated soil, if present or allowed to remain in place, represents a potential for soil vapor impact. This potential represents a recognized environmental condition.
- The Site is located within an area of West St. Paul where the surrounding area has been developed for commercial use for over 40 years. Adjoining or nearby property uses have included gasoline/service stations and automobile sales/service. The regulatory information suggests that contamination has been identified or is suspected at sites located near and/or potentially upgradient of the Site relative to the estimated direction of ground water flow. Although it appears that these adjoining/surrounding upgradient sites have been redeveloped in accordance with the oversight and approval of the MPCA, there remains a potential that these sites may have impacted soil, groundwater and/or soil vapor at the Site. Based on the proposed redevelopment of the Site, this potential represents a recognized environmental condition.

B.4. Published Geologic Information

B.4.a. Topography

According to the United States Geological Survey (USGS) 7.5-minute topographic map series, Saint Paul East, Minneapolis quadrangle, the Site is located at an elevation of approximately 980 feet above mean sea level (AMSL).

B.4.b. Geology

The unconsolidated sediments in the Site vicinity are Superior Lobe till deposits that consist of reddish brown colored sandy loam. Cobbles and boulders are common in the deposit. Stringers and masses of poorly sorted sand and gravel are also common (Hobbs et al., 1990).

The uppermost bedrock units in the Site vicinity are the Middle Ordovician Decorah Shale and Platteville and Glenwood Formations (Mossler, 1990). The Decorah Shale is described as green, calcareous shale with thin interbeds of limestone. The Platteville Formation is described as fine-grained dolostone and limestone, which is underlain by green sandy shale of the Glenwood Formation.

The depth to bedrock in the Site vicinity is approximately 150 feet below land surface (Bloomgren et al., 1990).

B.4.c. Hydrogeology

Based on published information, the reported depth to the water table in the Site vicinity is approximately 20 feet below land surface. The Geotechnical Evaluation conducted by Braun Intertec reported depths to the water table on the Site ranging from 16 to 21 feet bgs, corresponding to elevations of 962.5 to 965.5 feet AMSL. The Geotechnical evaluation noted apparent perched groundwater in two borings at 9 and 11 feet bgs, corresponding to elevations of 970.5 and 974 feet AMSL.

According to published geologic information, the regional groundwater flow direction within the unconsolidated deposits in the Site vicinity is generally northeast (Palen, 1990). The general groundwater flow direction within the uppermost bedrock aquifer in the Site vicinity, the Prairie du Chien-Jordan Aquifer, is likely northeast (Palen, 1990).

C. Scope of Services

The following tasks were conducted at the Site as part of this Phase II ESA:

- Subcontracted a licensed drilling contractor to clear public utilities through Gopher State One Call and private utilities for the investigation locations.
- Subcontracted a licensed drilling contractor to complete soil borings and complete soil vapor probes.

- Advanced eight environmental soil borings (PP-1 through PP-8) and collected soil samples.
- Completed nine temporary soil vapor probes (SV-1 through SV-9) and collected soil vapor samples.
- Conducted environmental monitoring during drilling and screened soil samples collected from the borings for the presence of organic vapors using a photoionization detector (PID). Made and recorded visual and olfactory observations regarding potential contamination.
- Analyzed representative soil samples for the following parameters: volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), eight Resource Conservation and Recovery Act (RCRA) metals, diesel range organics (DRO), and gasoline range organics (GRO).
- Analyzed soil vapor samples for VOCs.
- Evaluated the data and prepared this report.

C.1. Deviations from Proposal

The original proposed depth for the soil vapor probes was 10 feet bgs. Soil vapor probe SV-8 was advanced to 10 feet bgs and retracted to 8 feet bgs; however during sample collection water was noted in the sample tubing. Sample collection was stopped and the vapor probe was offset and advanced to 6 feet bgs and retracted to 4 feet bgs. The remaining soil vapor probes were also advanced to 6 feet bgs.

D. Investigation Methods and Procedures

The field work relating to the investigation was conducted on July 23, 2020. Prior to beginning the field investigation, public utilities were cleared through Gopher State One Call and private utilities were cleared through a subcontracted private utility locator.

Field methods and results are discussed in the following sections. Soil boring logs are provided in Appendix A, laboratory analytical reports are provided in Appendix B, and Braun Intertec Standard Operating Procedures (SOPs) are provided in Appendix C.

Eight push-probe soil borings, designated as PP-1 through PP 8, and nine soil vapor probes, designated as SV-1 through SV-9, were advanced at the Site as follows:

- Soil boring PP-1 and soil vapor probe SV-1 were advanced on one of the north vacant parcels to the north of the adjoining dialysis center building and in the vicinity of a former off-Site surface disposal site.
- Soil borings PP-2, PP-3, and PP-4 and soil vapor probes SV-2 and SV-5 were advanced on the vacant parcels in the center portion of the Site, in the vicinity of the west adjoining off-Site surface disposal site and the existing Aamco and Maaco buildings.
- Soil vapor probes SV-3 and SV-4 were advanced to the north of the Aamco Transmission & Car Care building.
- Soil borings PP-5, PP-6, and PP-7 and soil vapor probes SV-6, SV-7, and SV-9 were advanced in the paved lot in the southeast portion of the Site. Closed MPCA Leak No. 569 is located on this parcel.
- Soil boring PP-8 and soil vapor probe SV-8 were advanced to the southwest of the former Maaco building in the southwest portion of the Site.

The soil boring and soil vapor probe locations are shown on Figure 2. The locations of the soil borings and soil vapor probes were determined using GPS technology.

D.1. Soil Evaluation

D.1.a. Soil borings

Braun Intertec subcontracted Range Environmental Drilling of Hibbing, Minnesota to advance eight soil borings, designated as PP-1 through PP-8. Soil borings PP-1, PP-3, and PP-5 through PP-8 were advanced to depths of 10 feet bgs, and borings PP-2 and PP-4 were advanced to depths of 20 feet bgs.

The soil borings were completed with a hydraulically-driven push-probe sampling rig. To collect the soil samples from the borings, a disposable thin-walled PVC liner was placed inside of a 5-foot long sampling tool. The borehole was then advanced using the sampling tool to a total penetration depth of up to 5 feet. After advancing the tooling, the sampler was removed from the borehole and the soil sample was retrieved from the PVC liner for field screening and classification. The process was then repeated to the termination depths of the borings.

Prior to arrival onsite, the drill rig and sampling equipment were cleaned with a high pressure, hot water sprayer.

This investigation includes soil borings advanced to depths of 15 feet or deeper. Upon completion, soil borings were sealed in accordance with Minnesota Department of Health (MDH) regulations. The concrete or asphalt surface at the boring location was patched.

D.1.b. Soil Classification and Monitoring

Soils samples from the soil borings were visually and manually classified in the field by an environmental technician using ASTM D 2487 “Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)” and ASTM D 2488 “Standard Practice for Description and Identification of Soils (Visual-Manual Procedures).”

Soil samples retrieved were examined by an environmental technician, who was a certified asbestos inspector by MDH, for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples were screened for the presence of organic vapors using a PID. The PID was equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID was used to perform a headspace method of field analyses, as recommended by the MPCA in Petroleum Remediation Program Guidance Document 4-04 (July 2018).

D.1.c. Soil Analyses

Selected soil samples were collected from the soil borings for laboratory analysis. At least two soil samples were collected from each soil boring: one soil sample was collected from the fill soil; if impacts were detected, a second fill soil sample was collected from just above the fill-native soil interface; a final sample was collected from the native soil. Soil samples were collected from intervals where indications of contamination were observed in the field. If no indications of contamination were observed, the soil samples were collected from the depth most likely to be encountered during proposed redevelopment activities based on information provided by the client.

Samples were submitted to Pace Analytical Services, LLC (Pace) of Minneapolis, Minnesota and analyzed for the following parameters:

- VOCs using United States Environmental Protection Agency (EPA) Method 8260
- PAHs using EPA Method 8270
- Eight RCRA metals using EPA Methods 6010 and 7471
- DRO using the Wisconsin Department of Natural Resources Method (WDNR)
- GRO using the WDNR Method

D.2. Soil Vapor Evaluation

D.2.a. Soil Vapor Probes

Braun Intertec subcontracted Range Environmental Drilling of Hibbing, Minnesota to advance nine temporary soil vapor probes, designated as SV-1 through SV-9, at the Site. Each soil vapor probe was advanced, using a hydraulically-driven push-probe rig, to a depth of 6 feet bgs and then retracted to a depth of 4 feet bgs. New, inert tubing was attached to the top of the downhole sampler, and the sampling point and tubing were purged with a hand pump to remove two volumes of air prior to sample collection. Following purging, organic vapor concentrations were screened with a PID and the value was recorded. The soil vapor samples were then collected using laboratory-supplied negative pressure air-sample collection canisters (6-liter canisters) equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with the MPCA guidelines. Following sample collection, the temporary sampling point was removed from the borehole, and the borehole was sealed in accordance with MDH guidelines.

D.2.b. Soil Vapor Analyses

The soil vapor samples were submitted to Pace and analyzed for VOCs using EPA Method TO-15.

E. Investigation Results

E.1. Geologic Conditions

Soil boring logs with descriptions of the various soil strata encountered during the soil boring operations and water level information are contained in Appendix A. The depths shown as changes between the soil types are approximate. The actual changes may be transitional, and the transition depths are likely to be horizontally variable.

Fill soil, consisting of a mixture of sands, clays, and silts, were encountered from the ground surface to depths of 7 to 15 feet bgs. Underlying the fill soil was apparent native soil consisting of silt and poorly graded sand. A peat layer was present beneath the silt in boring PP-1 and beneath the silt and poorly graded sand in boring PP-2.

Wet soil was encountered in boring PP-4 at a depth of approximately 14 feet bgs; however, no indications of water were observed in boring PP-2, the other soil boring advanced to 20 feet bgs. In the soil borings completed for the Geotechnical Evaluation, groundwater was encountered between 16 and 21 feet bgs and suspected perched groundwater was encountered in two borings at 9 and 11 feet bgs.

E.2. Field Screening

Soil recovered from the soil borings was screened by the field technician for evidence of contamination, including odors, staining, and the presence of debris. PID screening of the soil generally exhibited organic vapor concentrations of less than 5 parts per million (ppm), which, based on site-specific field readings, is considered to be general background readings. One boring, PP-5, exhibited a slight petroleum-like odor and staining with a PID reading of 1.2 ppm from 7.5 to 10 feet bgs, which is consistent with the former UST basin associated with closed MPCA Leak No. 569. Chemical-like odors were noted in two of the geotechnical soil borings: in ST-4 at 10 and 12 feet bgs and in ST-9 at 5 and 7 feet bgs. Soil screening PID results are included on the boring logs in Appendix A. Brick debris was observed in boring PP-3 at 5 feet bgs and in boring PP-6 at 7.5 feet bgs; brick fragments were also noted in geotechnical boring ST-1 from 12 to 14 feet bgs. No other evidence of contamination was observed in the completed borings.

E.3. Soil Analytical Results

A summary of the soil analytical results is provided in Table 1. The soil analytical results can be compared with the Soil Reference Values (SRVs) and Screening Soil Leaching Values (SLVs) which are also listed on Table 1. SRVs and SLVs are allowable risk-based contaminant concentrations derived by the MPCA using risk assessment methodology, modeling, and risk management policy to guide investigation and cleanup actions. SRVs relate to direct-contact exposure scenarios and SLVs relate to potential leaching of contaminants to groundwater. Concentrations of contaminants in soil, SRVs, and SLVs are expressed in units of milligrams per kilogram (mg/kg).

The following provides a summary of the soil analytical results.

- No VOCs were detected at concentrations greater than or equal to the laboratory reporting limits in the ten soil samples analyzed.
- Varying concentrations of PAHs were detected in three of the ten soil samples analyzed. The concentrations of the detected PAHs were below the applicable regulatory criteria. The benzo(a)pyrene [B(a)P] equivalent concentrations did not exceed the regulatory criteria.
- Varying concentrations of the eight RCRA metals were detected in each of the ten soil samples analyzed; however, none of the metal concentrations exceeded the applicable regulatory criteria.

- DRO was detected in one of the ten soil samples analyzed at a concentration of 48.9 mg/kg [sample PP-1 (1-3')] which does not exceed the MPCA unregulated fill criterion of 100 mg/kg.
- GRO was not detected in the ten soil samples analyzed at concentrations greater than or equal to the laboratory reporting limits.

E.4. Soil Vapor Analytical Results

A summary of the soil vapor analytical results is provided in Table 2. For comparison purposes, Table 2 includes Intrusion Screening Values (ISVs). ISVs were developed by the MPCA in coordination with the MDH as screening values for evaluating vapor intrusion risks from VOCs identified in indoor air. The potential for indoor air to be impacted by soil vapor intrusion can also be assessed using ISVs. Concentrations of VOCs in air or soil vapor and ISVs are expressed in units of micrograms per cubic meter ($\mu\text{g}/\text{m}^3$).

Per 2017 MPCA Vapor Investigation Document, soil vapor results are compared to 33X ISVs to assess vapor intrusion risk if building conditions are appropriate. According to the guidance, soil vapor concentrations greater than 33X ISVs indicate a vapor source with potential vapor intrusion risk is present. A Site with contaminant concentrations greater than 33X ISVs would typically require either mitigation or additional assessment of potential pathways and receptors to better quantify risks, which might include collection of sub-slab or indoor air samples.

The following provides a summary of the soil vapor analytical results.

- Various VOCs were detected at concentrations greater than or equal to the laboratory limits. None of the concentrations exceeded the 33X Residential ISVs with the exception of benzene. In soil vapor sample SV-4, benzene was detected at a concentration of $151 \mu\text{g}/\text{m}^3$, which exceeds the 33X Residential ISV of $150 \mu\text{g}/\text{m}^3$.

E.5. Quality Assurance/Quality Control

Samples were placed in clean, laboratory supplied containers, preserved, labeled, and transported to the Pace laboratory under refrigerated conditions using chain-of-custody procedures. Analyses were performed using EPA or other recognized standard procedures.

A quality assessment of field procedures and analytical laboratory reports was performed to evaluate potential effects on data quality used to support project objectives. All applicable Braun Intertec SOPs

were followed as prescribed unless otherwise noted in this report. Notable findings are provided in more detail below and incorporated, where necessary, into this report.

A trip blank accompanied the investigative soil samples and was analyzed for VOCs. No contaminants were detected in the trip blank at concentrations greater than the laboratory method reporting limits. Data were reviewed prior to release, quality-control guidelines were generally met, and the data are considered usable.

F. Conclusions

This Phase II ESA identified two areas of petroleum related soil contamination, in the northwest and southeast parts of the Site. In the northwest portion of the Site, analytical testing indicated minor petroleum impacts below the MPCA unregulated fill criterion. DRO was detected in the soil sample collected from boring PP-1 at 1 to 3 feet bgs at a concentration of 48.9 mg/kg, which does not exceed the unregulated fill criterion of 100 mg/kg. The boring was located near a small wooded area in the northwest corner of the 1539 Robert Street South parcel, which along with the 1541 Robert Street South parcel was formerly a Blockbuster Video. In the southeast area of the Site, a slight petroleum odor was noted in boring PP-5 at 9 feet bgs, which was located on the north portion of the paved lot of the 1589 Robert Street South parcel.

This Phase II ESA identified two areas with debris identified in the soil. Brick fragments were noted in boring PP-3 at 5 feet bgs and in boring PP-6 at 7.5 feet bgs. Soil boring PP-3 was located in the paved lot parcel 42-17800-01-076, and boring PP-6 was located in the 1589 Robert Street South parcel. In addition, the geotechnical evaluation noted brick fragments in boring ST-1 from 12 to 14 feet bgs.

Laboratory analysis detected various petroleum and non-petroleum related VOCs in subsurface soil vapors at the Site. All soil vapor concentrations were below 33X the Residential ISVs (although tetrachloroethene [perchloroethene or PCE] was detected) with the exception of benzene in sample SV-4, which was located on the 1561 Robert Street South parcel just north of the Aamco Transmission & Car Care building on the 1571 Robert Street South parcel.

G. Recommendations

Based on the results of this assessment, the following recommendations are provided:

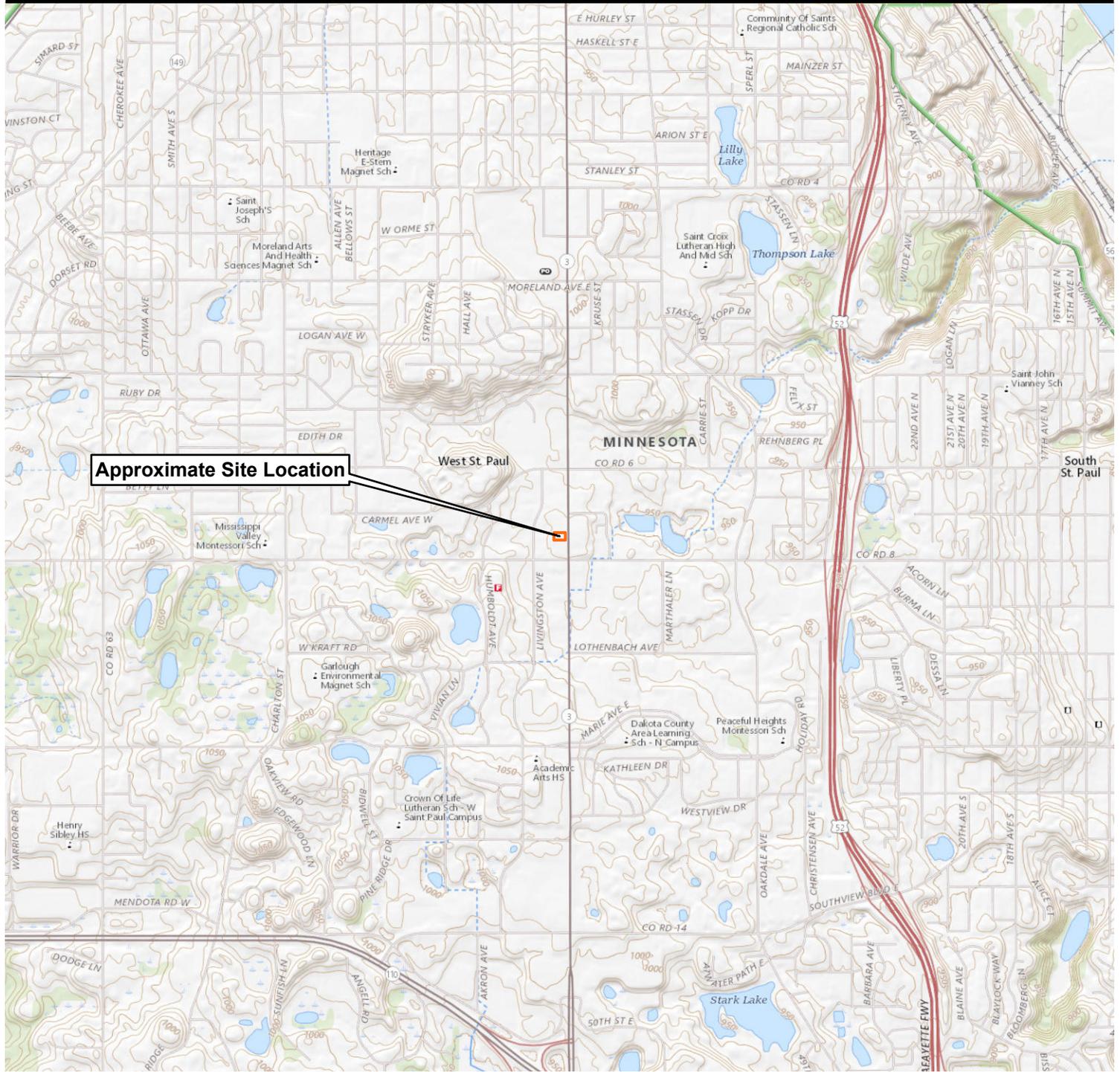
- Petroleum-related compounds have been identified in the soil and groundwater at the Site. According to Minnesota Statute 115.061, the property owners and/or responsible parties associated with this release may have a duty to notify the MPCA via the Minnesota Department of Public Safety, Division of Emergency Management (DEM) Duty Officer.
- Benzene was detected in subsurface soil vapors in one area of the Site at a concentration above the actionable regulatory criteria. Based on that result and current MPCA guidance, the building should be constructed with active vapor mitigation. Based on the proposed building size being larger than 30,000 square feet, there is the potential to limit the mitigation area if additional soil vapor sampling is conducted and results are favorable.
- Braun Intertec recommends that the Site be enrolled in the MPCA Petroleum Brownfields Program (PBP) and the Voluntary Investigation and Cleanup (VIC) Program to facilitate the redevelopment and to obtain applicable assurances from the MPCA regarding the soil and soil vapor impacts. If a No Association Determination (NAD) letter is desired for the non-petroleum soil vapor compounds (including PCE), a Proposed Actions Letter should be prepared and submitted to the MPCA to facilitate the request for a NAD.
- Braun Intertec recommends that a Response Action Plan (RAP) be prepared that addresses procedures for the management and/or mitigation of non-petroleum and petroleum-contaminated soil and soil vapor that will be encountered during redevelopment and contaminated groundwater that may potentially be encountered during construction. Braun Intertec recommends that a Construction Contingency Plan (CCP) be prepared and incorporated into the RAP that provides a plan to evaluate and manage other environmental issues that may arise during redevelopment of the Site. The RAP/CCP document should be submitted to the MPCA for review and approval prior to the start of construction.

H. Assessment Limitations

The analyses and conclusions submitted in this report are based on field observations and the results of laboratory analyses of soil and soil vapor samples collected from the soil borings and soil vapor probes completed for this project.

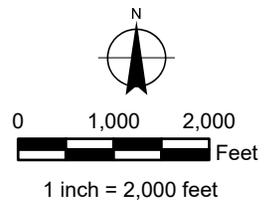
In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Figures



Source: USGS US Topo Map

 Approximate Site Boundary



The Science You Build On.
11001 Hampshire Avenue S
Minneapolis, MN 55438
952.995.2000
braunintertec.com

Project No:
B2005266

Drawing No:
B2005266

Drawn By: ZS
Date Drawn: 6/16/2020
Checked By: DST
Last Modified: 6/16/2020

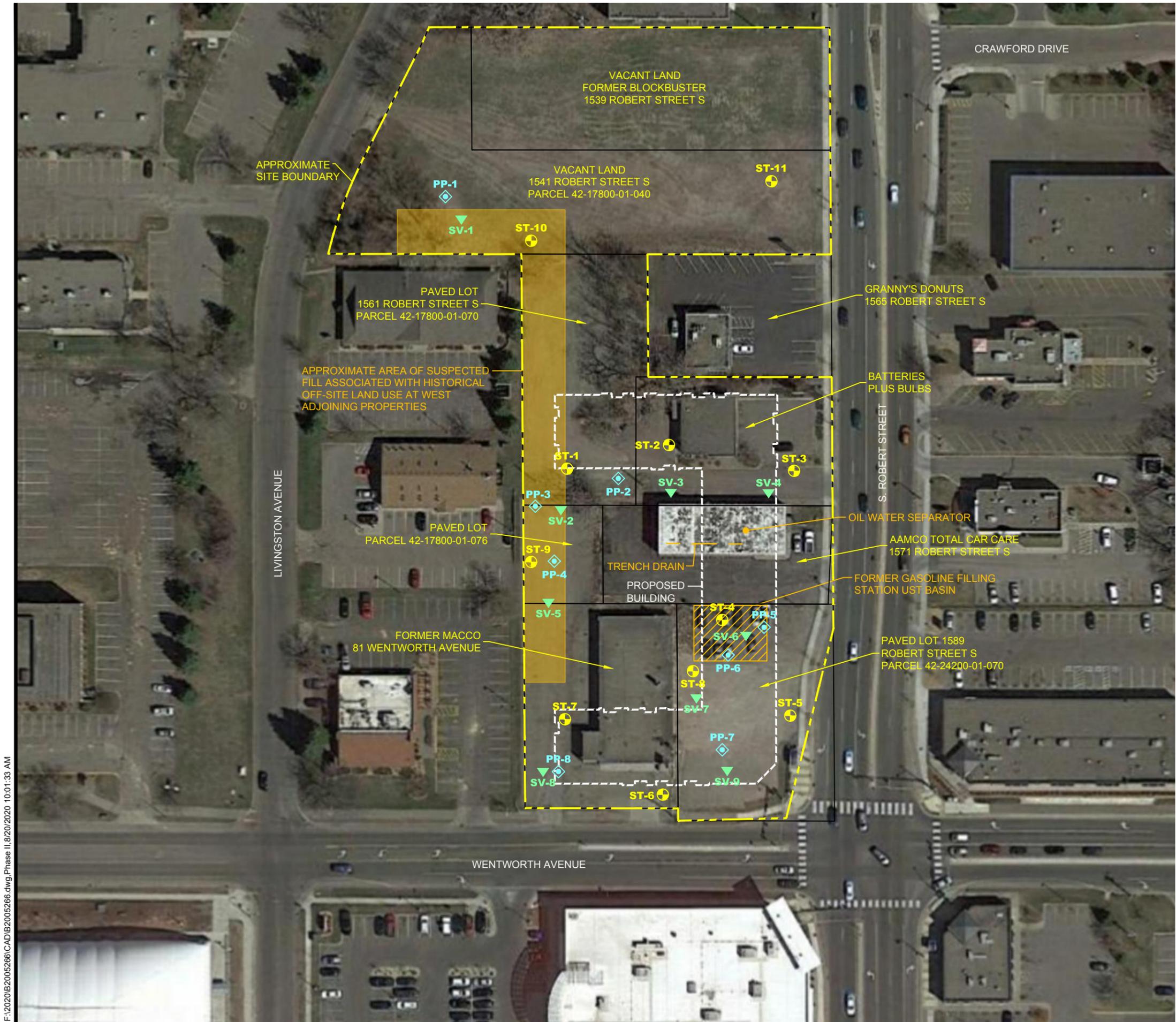
Proposed West St. Paul Apartments

1565 Robert Street West

West Saint Paul, Minnesota

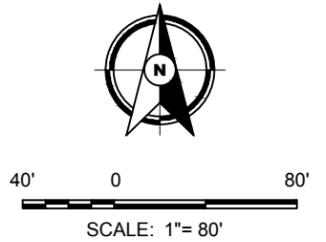
Site Location Map

Figure 1



F:\2020\B2005266\CAD\B2005266.dwg, Phase II, 8/20/2020 10:01:33 AM

- DENOTES APPROXIMATE LOCATION OF STANDARD PENETRATION TEST BORING**
- DENOTES APPROXIMATE LOCATION OF PUSH PROBE SOIL BORING**
- DENOTES APPROXIMATE LOCATION OF SOIL VAPOR PROBE**



Drawing Information	
Project No:	B2005266.00
Drawing No:	B2005266
Drawn By:	JAG
Date Drawn:	6/23/20
Checked By:	AS
Last Modified:	8/20/20

Project Information

Proposed West St. Paul Apartments

1539, 1565 and 1571 Robert Street W. and 81 Wentworth Avenue E.

West St. Paul, Minnesota

Investigation Locations Sketch

Figure 2

To: **Mayor and City Council**
Through: **Ryan Schroeder, City Manager**
From: **Melissa Sonnek, City Planner**
Date: **October 12, 2020**

Site Plan Extension for 1665 Oakdale Ave – More Space LLC

BACKGROUND INFORMATION:

During the May 26, 2020 meeting, City Council approved the site plan, preliminary, and final plat for the construction of a 122,739 square foot climate controlled storage building at 1665 Oakdale Avenue.

Site plan approvals expire after six months if a building permit has not been issued and/or work on site has not been started. Due to a combination of COVID-19 and now limited construction options with colder weather coming into effect, More Space has requested a 12 month extension which would bring the requested deadline out to November of 2021.

If the extension request is not approved, the applicant would have to re-apply and undergo a full review of the site plan application, which includes reviews by the Environmental Commission, Planning Commission (public hearing), and City Council (public hearing).

ATTACHMENTS:

Extension Request
Plans
Resolution of Original Approval
Resolution Approving Extension



STAFF RECOMMENDATION:

Staff recommends the City Council approve the 12 month extension of the approved site plan, extending the deadline to November of 2021.

From: [Russ](#)
To: [Melissa Sonnek](#)
Cc: [Jim Hartshorn](#); [Larry Koland](#)
Subject: RE: More Space Oakdale Avenue
Date: Monday, October 5, 2020 9:51:03 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Melissa, thank you for your help in this.

The primary reason for the delay is due to Covid and the delays that have been caused around dealing with the pandemic. The secondary reason is due to the time of the year and weather conditions coming our way.

We would like to request the allowable 1 year extension on the site plan approval.

Thanks

Russell R. Zellmer

President - LEED AP
Langer Construction Company

Direct: (651) 256-3320

Cell: (651) 775-7589

www.langerconstruction.com



From: Melissa Sonnek <MSonnek@wspmn.gov>
Sent: Monday, October 5, 2020 8:46 AM
To: Russ [REDACTED]
Cc: Jim Hartshorn <JHartshorn@wspmn.gov>
Subject: RE: More Space Oakdale Avenue

Russ,

I will get started on the Staff memo for this request. Just so we are all on the same page, the extension is due to weather (winter) related limitations for construction, correct? If not, please detail the reason(s) you are requesting the extensions.

Sincerely,

Melissa Sonnek
City Planner

Office: [651-552-4134](tel:651-552-4134)
1616 Humboldt Avenue
West St. Paul, MN 55118



www.wspmn.gov



From: Jim Hartshorn <JHartshorn@wspmn.gov>
Sent: Monday, October 5, 2020 8:35 AM
To: Melissa Sonnek <MSonnek@wspmn.gov>
Subject: FW: More Space Oakdale Avenue

Sincerely,

Jim Hartshorn
Community & Economic
Development Director

Office: [651-552-4140](tel:651-552-4140)
1616 Humboldt Avenue
West St. Paul, MN 55118



www.wspmn.gov



From: Russ [REDACTED]
Sent: Monday, October 5, 2020 8:28 AM
To: Jim Hartshorn <JHartshorn@wspmn.gov>
Subject: More Space Oakdale Avenue

Jim, we would like to apply for an extension of the approvals granted this summer. I believe a 1 year is available. Can you let me know how to do this?

Thanks

Russell R. Zellmer
President - LEED AP
Langer Construction Company
54 Moreland Ave E.
St. Paul, MN 55118



More Space Self-Storage

1777 Oakdale Avenue
West St. Paul, MN

Planning Review Summary

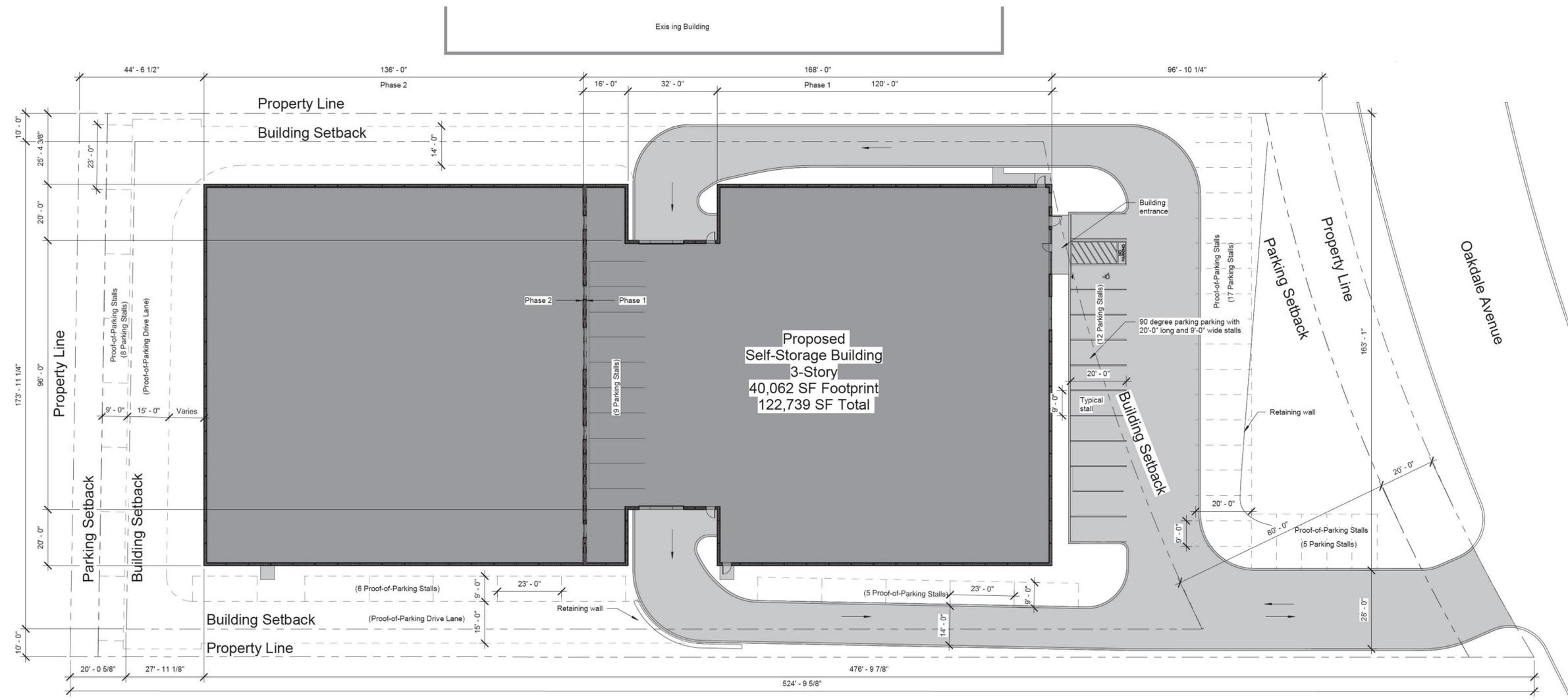
Site Statistics:
 Site Area 92,853 SF
 2.13 Acre
 Property Zoned I-1 - Light Industrial
 Allowed Use Storage
 Proposed Use Storage (Climate Controlled Self-Storage)

Setback Statistics:
 Building Setback - Street Right of Way (Oakdale Ave) 100 Feet
 Building Setback - Side Yard 10 Feet
 Building Setback - Rear Yard 20 Feet
 Parking Setback - Street Right of Way (Oakdale Ave) 10 Feet

Building Area Statistics:
 Proposed Building Footprint 40,062 SF
 Proposed Building Total Gross Floor Area (GFA) 122,739 SF
 Proposed Building Area Percentage 43.1%
 Maximum Allowed Building Area Percentage 50.0%

Lot Coverage Statistics:
 Total Site Impervious Area - Parking / Sidewalk 17,791 SF
 Total Proposed Building Area 40,062 SF
 Total Proposed Landscape Coverage 35,000 SF
 Total Proposed Landscape Percentage 38%

Parking Statistics:
 Parking Proposed (Self-Service Storage) 1 stall per 2,000 SF GFA 122,739 GFA / 2000 = 61
 Parking Provided
 Exterior 12 Stalls
 Exterior Proof of Parking 41 Stalls
 Interior (Parking Along one-way Aisle) 9 Stalls
 Total Stalls Provided 62 Stalls



HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ARCHITECT IN THE STATE OF MINNESOTA.
 PRINT NAME: Quinn S. Hutson
 SIGNATURE: *Quinn S. Hutson*
 DATE: 5/6/2020
 LIC. NO.: 21234

CNH NO.: 19122
 DATE: 5/6/2020
 REVISIONS:

More Space - West St. Paul
 1777 Oakdale Avenue
 West St. Paul, MN
 Site Plan

CS01

NOT FOR CONSTRUCTION

C:\Users\etnlesem\Documents\19122 - More Space - West St Paul_ EtNlesem.rvt
 5/6/2020 12:58:10 PM

HEREBY CERTIFY THAT THE PLAN, SPECIFICATIONS AND NOTES FOR THE PROJECT DESCRIBED ABOVE WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT IN THE STATE OF MINNESOTA.
 PRINT NAME: Quinn S. Hutson
 SIGNATURE: *Quinn S. Hutson*
 DATE: 5/6/2020
 LIC. NO.: 21234

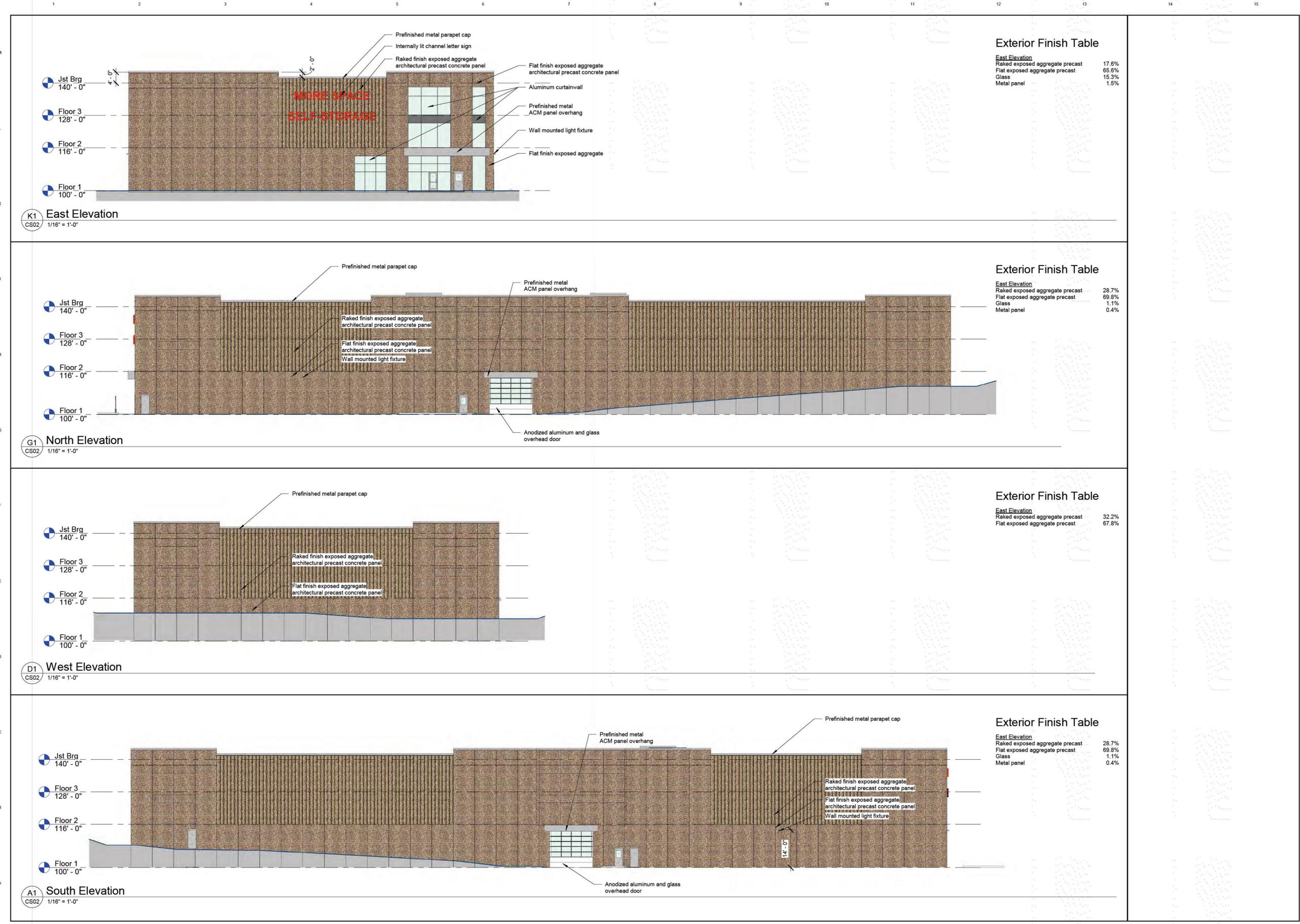
CNH NO.: 19122
 DATE: 5/6/2020
 REVISIONS:

More Space - West St. Paul

1777 Oakdale Avenue
 West St. Paul, MN

Exterior Elevations

CS02



Exterior Finish Table

East Elevation	
Raked exposed aggregate precast	17.6%
Flat exposed aggregate precast	65.6%
Glass	15.3%
Metal panel	1.5%

Exterior Finish Table

East Elevation	
Raked exposed aggregate precast	28.7%
Flat exposed aggregate precast	68.8%
Glass	1.1%
Metal panel	0.4%

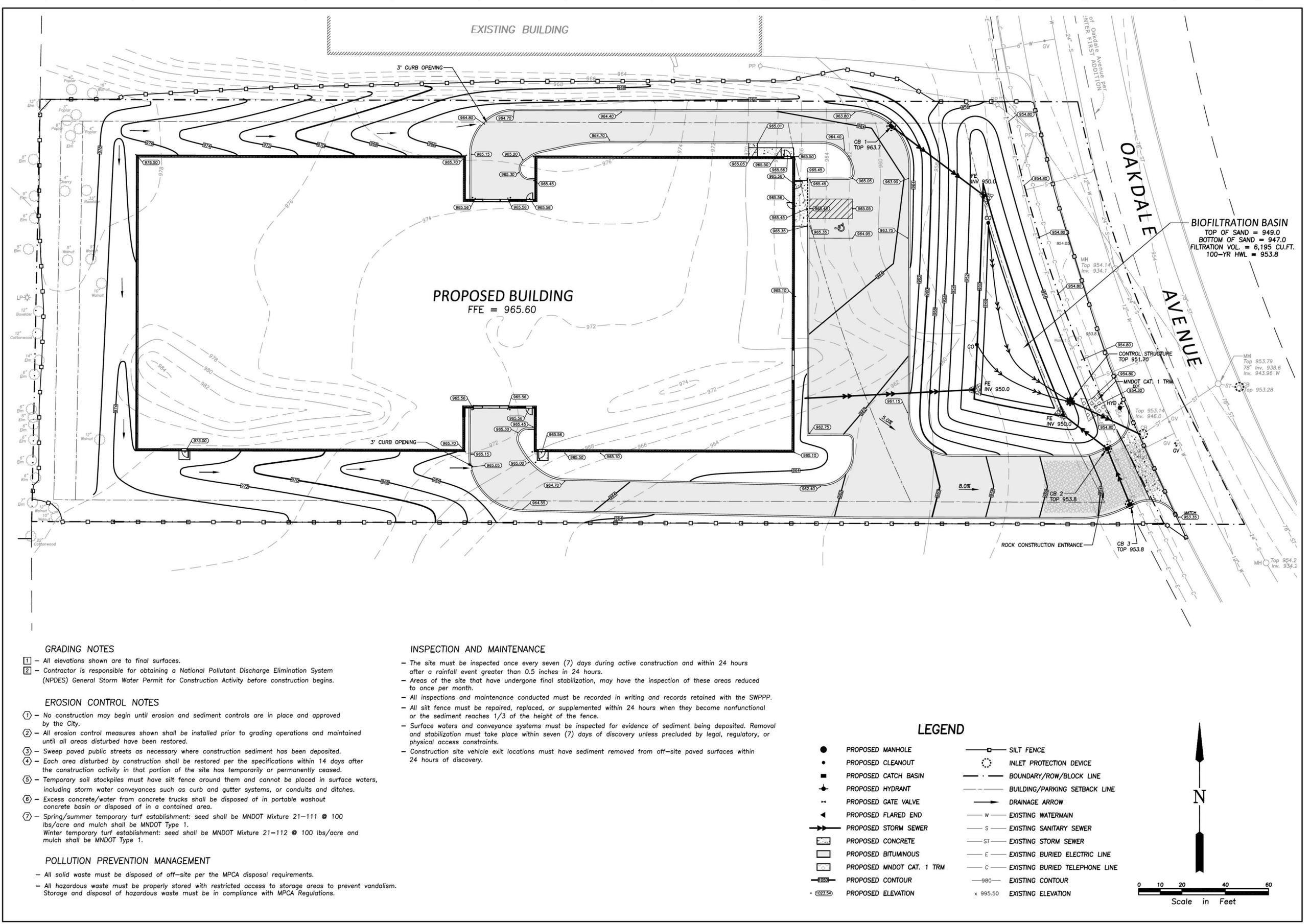
Exterior Finish Table

East Elevation	
Raked exposed aggregate precast	32.2%
Flat exposed aggregate precast	67.8%

Exterior Finish Table

East Elevation	
Raked exposed aggregate precast	28.7%
Flat exposed aggregate precast	68.8%
Glass	1.1%
Metal panel	0.4%

NOT FOR CONSTRUCTION



GRADING NOTES

- 1 - All elevations shown are to final surfaces.
- 2 - Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

EROSION CONTROL NOTES

- 1 - No construction may begin until erosion and sediment controls are in place and approved by the City.
- 2 - All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- 3 - Sweep paved public streets as necessary where construction sediment has been deposited.
- 4 - Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- 5 - Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- 6 - Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.
- 7 - Spring/summer temporary turf establishment: seed shall be MNDOT Mixture 21-111 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
 Winter temporary turf establishment: seed shall be MNDOT Mixture 21-112 @ 100 lbs/acre and mulch shall be MNDOT Type 1.

POLLUTION PREVENTION MANAGEMENT

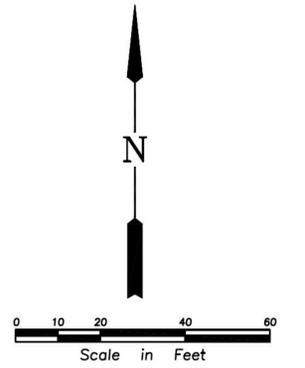
- All solid waste must be disposed of off-site per the MPCA disposal requirements.
- All hazardous waste must be properly stored with restricted access to storage areas to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA Regulations.

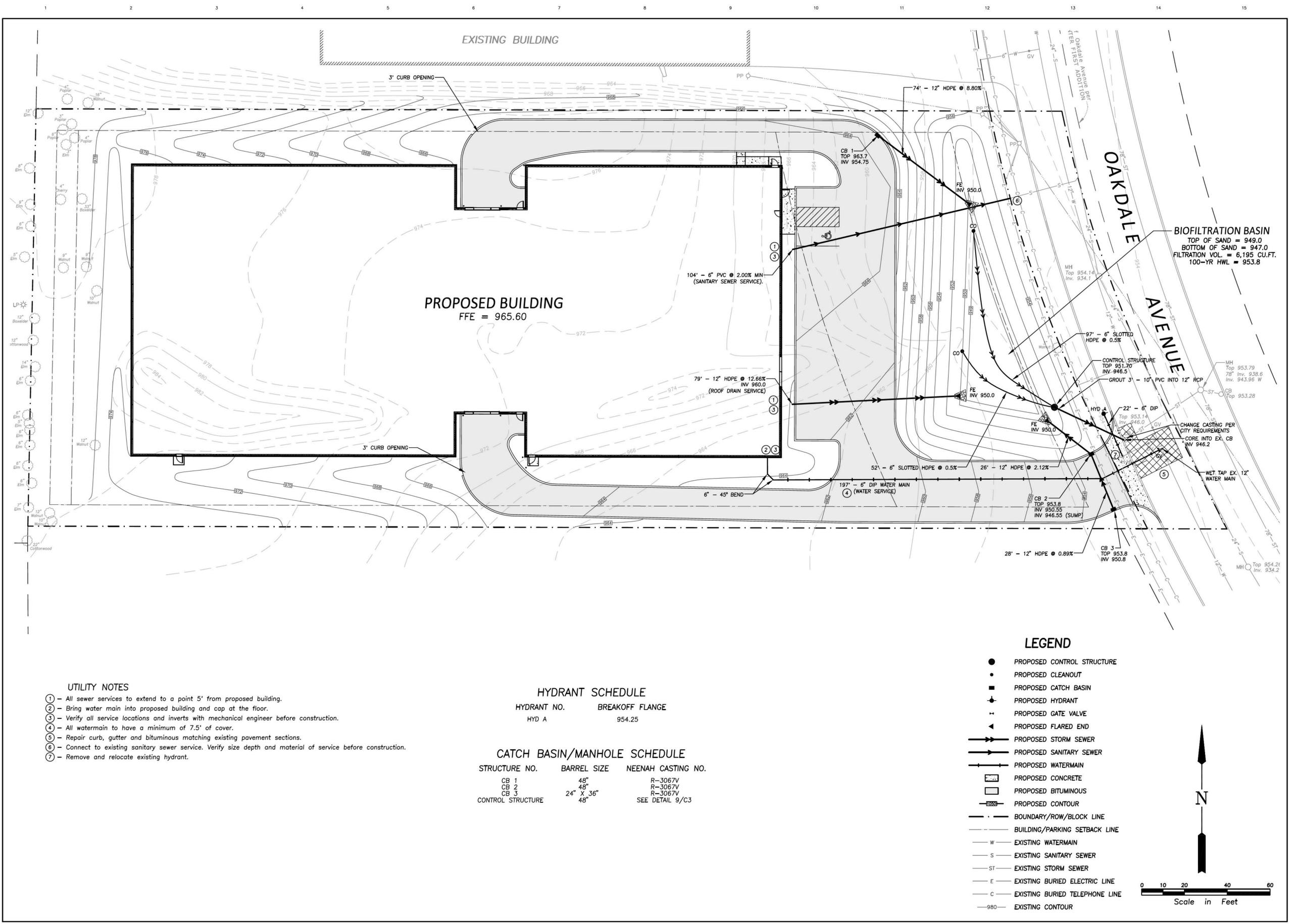
INSPECTION AND MAINTENANCE

- The site must be inspected once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.
- Areas of the site that have undergone final stabilization, may have the inspection of these areas reduced to once per month.
- All inspections and maintenance conducted must be recorded in writing and records retained with the SWPPP.
- All silt fence must be repaired, replaced, or supplemented within 24 hours when they become nonfunctional or the sediment reaches 1/3 of the height of the fence.
- Surface waters and conveyance systems must be inspected for evidence of sediment being deposited. Removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints.
- Construction site vehicle exit locations must have sediment removed from off-site paved surfaces within 24 hours of discovery.

LEGEND

- PROPOSED MANHOLE
- PROPOSED CLEANOUT
- PROPOSED CATCH BASIN
- ◆ PROPOSED HYDRANT
- ⋈ PROPOSED GATE VALVE
- ◄ PROPOSED FLARED END
- ➔ PROPOSED STORM SEWER
- ▭ PROPOSED CONCRETE
- ▭ PROPOSED BITUMINOUS
- ▭ PROPOSED MNDOT CAT. 1 TRM
- PROPOSED CONTOUR
- PROPOSED ELEVATION
- SILT FENCE
- INLET PROTECTION DEVICE
- BOUNDARY/ROW/BLOCK LINE
- BUILDING/PARKING SETBACK LINE
- ➔ DRAINAGE ARROW
- W EXISTING WATERMAIN
- S EXISTING SANITARY SEWER
- ST EXISTING STORM SEWER
- E EXISTING BURIED ELECTRIC LINE
- C EXISTING BURIED TELEPHONE LINE
- 980 EXISTING CONTOUR
- x 995.50 EXISTING ELEVATION





- UTILITY NOTES**
- 1 - All sewer services to extend to a point 5' from proposed building.
 - 2 - Bring water main into proposed building and cap at the floor.
 - 3 - Verify all service locations and inverts with mechanical engineer before construction.
 - 4 - All watermain to have a minimum of 7.5' of cover.
 - 5 - Repair curb, gutter and bituminous matching existing pavement sections.
 - 6 - Connect to existing sanitary sewer service. Verify size depth and material of service before construction.
 - 7 - Remove and relocate existing hydrant.

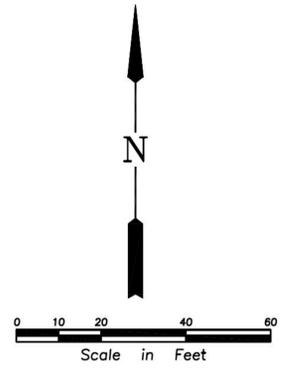
HYDRANT SCHEDULE

HYDRANT NO.	BREAKOFF FLANGE
HYD A	954.25

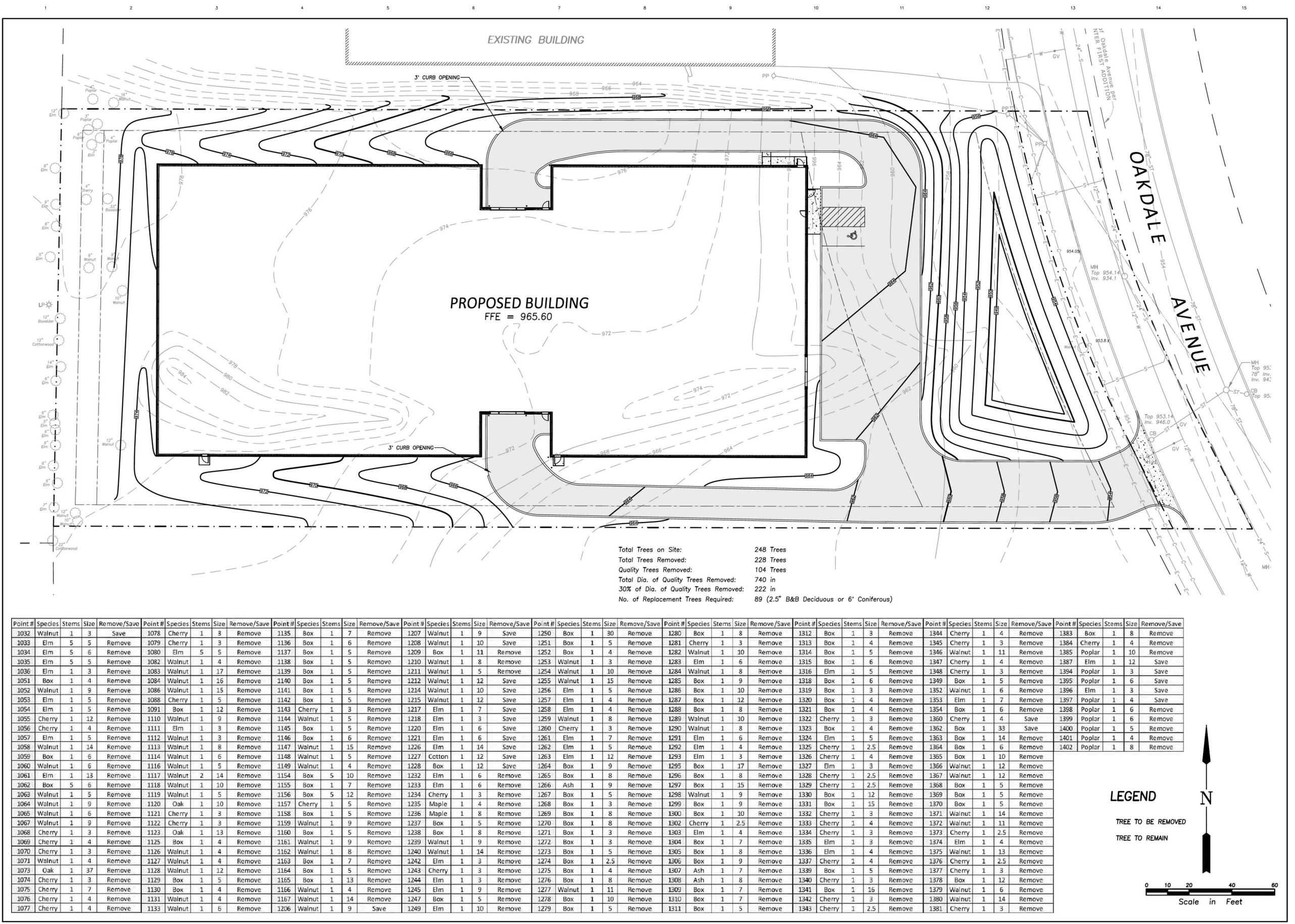
CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
CB 1	48"	R-3067V
CB 2	48"	R-3067V
CB 3	24" X 36"	R-3067V
CONTROL STRUCTURE	48"	SEE DETAIL 9/C3

- LEGEND**
- PROPOSED CONTROL STRUCTURE
 - PROPOSED CLEANOUT
 - PROPOSED CATCH BASIN
 - ◆ PROPOSED HYDRANT
 - ⊥ PROPOSED GATE VALVE
 - ▲ PROPOSED FLARED END
 - PROPOSED STORM SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED WATERMAIN
 - ▭ PROPOSED CONCRETE
 - ▭ PROPOSED BITUMINOUS
 - PROPOSED CONTOUR
 - - - BOUNDARY/ROW/BLOCK LINE
 - - - BUILDING/PARKING SETBACK LINE
 - W — EXISTING WATERMAIN
 - S — EXISTING SANITARY SEWER
 - ST — EXISTING STORM SEWER
 - E — EXISTING BURIED ELECTRIC LINE
 - C — EXISTING BURIED TELEPHONE LINE
 - 980 — EXISTING CONTOUR



NOT FOR CONSTRUCTION

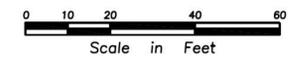


Total Trees on Site: 248 Trees
 Total Trees Removed: 228 Trees
 Quality Trees Removed: 104 Trees
 Total Dia. of Quality Trees Removed: 740 in
 30% of Dia. of Quality Trees Removed: 222 in
 No. of Replacement Trees Required: 89 (2.5" B&B Deciduous or 6' Coniferous)

Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save	Point #	Species	Stems	Size	Remove/Save					
1032	Walnut	1	3	Save	1078	Cherry	1	3	Remove	1135	Box	1	7	Remove	1207	Walnut	1	9	Save	1250	Box	1	30	Remove	1280	Box	1	8	Remove	1312	Box	1	3	Remove	1344	Cherry	1	4	Remove	1383	Box	1	8	Remove					
1033	Elm	5	5	Remove	1079	Cherry	1	3	Remove	1136	Box	1	6	Remove	1208	Walnut	1	10	Save	1251	Box	1	5	Remove	1281	Cherry	1	3	Remove	1313	Box	1	4	Remove	1345	Cherry	1	3	Remove	1384	Cherry	1	4	Remove					
1034	Elm	5	6	Remove	1080	Elm	5	5	Remove	1137	Box	1	5	Remove	1209	Box	1	11	Remove	1252	Box	1	4	Remove	1282	Walnut	1	10	Remove	1314	Box	1	5	Remove	1346	Walnut	1	11	Remove	1385	Poplar	1	10	Remove					
1035	Elm	5	5	Remove	1082	Walnut	1	4	Remove	1138	Box	1	5	Remove	1210	Walnut	1	8	Remove	1253	Walnut	1	3	Remove	1283	Elm	1	6	Remove	1315	Box	1	6	Remove	1347	Cherry	1	4	Remove	1387	Elm	1	12	Save					
1036	Elm	1	3	Remove	1083	Walnut	1	17	Remove	1139	Box	1	5	Remove	1211	Walnut	1	5	Remove	1254	Walnut	1	10	Remove	1284	Walnut	1	8	Remove	1316	Elm	1	5	Remove	1348	Cherry	1	3	Remove	1394	Poplar	1	3	Save					
1051	Box	1	4	Remove	1084	Walnut	1	16	Remove	1140	Box	1	5	Remove	1212	Walnut	1	12	Save	1255	Walnut	1	15	Remove	1285	Box	1	9	Remove	1318	Box	1	6	Remove	1349	Box	1	5	Remove	1395	Poplar	1	6	Save					
1052	Walnut	1	9	Remove	1086	Walnut	1	15	Remove	1141	Box	1	5	Remove	1214	Walnut	1	10	Save	1256	Elm	1	5	Remove	1286	Box	1	10	Remove	1319	Box	1	3	Remove	1352	Walnut	1	6	Remove	1396	Elm	1	3	Save					
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1056	Cherry	1	4	Remove	1111	Elm	1	3	Remove	1145	Box	1	5	Remove	1220	Elm	1	6	Save	1260	Cherry	1	3	Remove	1290	Walnut	1	8	Remove	1323	Box	1	4	Remove	1362	Box	1	33	Save	1400	Poplar	1	5	Remove					
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1058	Walnut	1	14	Remove	1113	Walnut	1	8	Remove	1147	Walnut	1	15	Remove	1226	Elm	1	14	Save	1262	Elm	1	5	Remove	1292	Elm	1	4	Remove	1325	Cherry	1	2.5	Remove	1364	Box	1	6	Remove	1402	Poplar	1	8	Remove					
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1062	Box	5	6	Remove	1118	Walnut	1	10	Remove	1155	Box	1	7	Remove	1233	Elm	1	6	Remove	1266	Ash	1	9	Remove	1297	Box	1	15	Remove	1329	Cherry	1	2.5	Remove	1368	Box	1	5	Remove										
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1067	Walnut	1	9	Remove	1122	Cherry	1	3	Remove	1159	Walnut	1	9	Remove	1237	Box	1	5	Remove	1270	Box	1	8	Remove	1302	Cherry	1	2.5	Remove	1333	Cherry	1	4	Remove	1372	Walnut	1	11	Remove										
1068	Cherry	1	3	Remove	1123	Oak	1	13	Remove	1160	Box	1	5	Remove	1238	Box	1	8	Remove	1271	Box	1	3	Remove	1303	Elm	1	4	Remove	1334	Cherry	1	3	Remove	1373	Cherry	1	2.5	Remove										
1069	Cherry	1	4	Remove	1125	Box	1	4	Remove	1161	Walnut	1	9	Remove	1239	Walnut	1	9	Remove	1272	Box	1	3	Remove	1304	Box	1	7	Remove	1335	Elm	1	3	Remove	1374	Elm	1	4	Remove										
1070	Cherry	1	3	Remove	1126	Walnut	1	4	Remove	1162	Walnut	1	8	Remove	1240	Walnut	1	14	Remove	1273	Box	1	5	Remove	1305	Box	1	8	Remove	1336	Elm	1	4	Remove	1375	Walnut	1	13	Remove										
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LEGEND

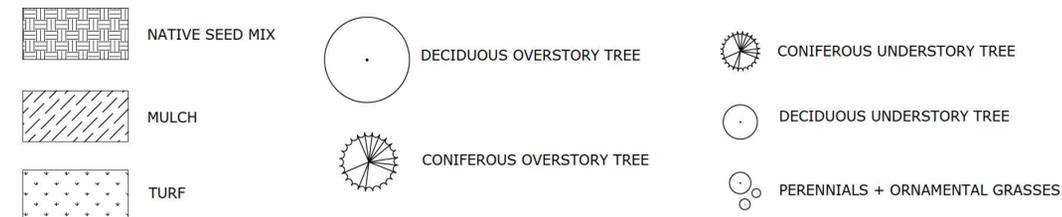
TREE TO BE REMOVED
 TREE TO REMAIN



PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	QTY.	CONT.	SPACING	NOTES
EVERGREEN TREES + SHRUBS						
TOT	TECHNY ARBORVITAE	THUJA OCCIDENTALIS 'TECHNY'	6	6' BB	12' OC	12-15'H x 6-8'W
PG	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	14	6' BB	10' OC	30'H x 20'W
DECIDUOUS TREES + SHRUBS						
QB	SWAMP WHITE OAK	QUERCUS BICOLOR	12	3" BB		50-60' H x 40-50'W
CO	HACKBERRY	CELTIS OCCIDENTALIS	7	3" BB	40' OC	50-75'H x 50'W
AR	ARMSTRONG GOLD MAPLE	ACER RUBRUM 'JFS-KW78'	3	3" BB	15' OC	40'H x 12'W
GT	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS 'IMPCOLE'	2	3" BB		30-35'H x 30-35'W
CC	FIRESPIRE AMERICAN HORNBEAM	CARPINUS CAROLINIANA 'J.N. UPRIGHT'	6	3" BB	20' OC	20'H x 10'W
DS	BUTTERFLY BUSH HONEYSUCKLE	DIERVILLA SESSILIFOLIA 'BUTTERFLY'	18	#5 CONT	4' OC	3-5'H x 3-4'W
HA	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS 'ANNABELLE'	12	#5 CONT	3' OC	4-5'H x 3-5'W
PERENNIALS + ORNAMENTAL GRASSES						
NF	WALKER'S LOW CATMINT	NEPETA FAASSENII 'WALKERS LOW'	70	#1 CONT	2' OC	24-30"H x 30"W
SS	STANDING OVATION LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION'	61	#1 CONT	2' OC	42"H

LEGEND

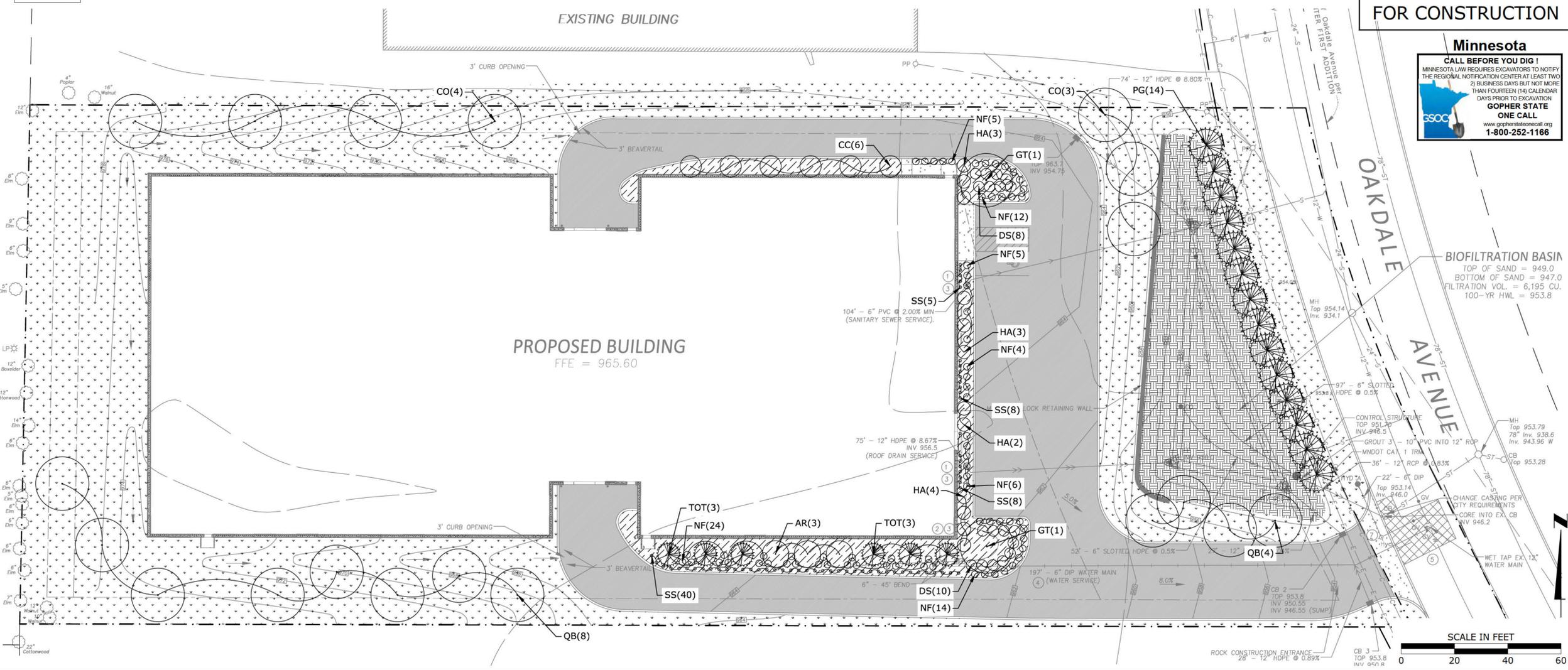


CODE REQUIREMENTS

CODE REQUIREMENTS FOR I-1 LIGHT INDUSTRIAL DISTRICT	TOTAL REQUIRED	TOTAL PROVIDED
LANDSCAPING REQUIREMENTS PER CODE 153.032(E)(2) AND (3)		
WITHIN PROTECTIVE BUFFER AREA : 1 'QUALITY' TREE PER 20 LINEAL FEET OF PROPERTY (STREET FRONTAGE = 208.9'. 208.9' / 20' = 10.4)	11	14 PROVIDED + 1 EXISTING
WITHIN CURBED ISLANDS : 1 'QUALITY' TREE PER CURBED ISLAND	2	2
TREE REMOVAL REQUIREMENTS PER CODE 153.032 (E)(7)		
PROVIDE 30% OF TOTAL CALIPER INCHES OF 'QUALITY' TREES REMOVED	213 CALIPER INCHES	190 CALIPER INCHES
SCREENING REQUIREMENTS PER CODE 153.032(E)(4) : INDUSTRIAL USE ACROSS FROM R USE		
LANDSCAPE SCREEN SHALL BE 6- FEET IN HEIGHT AND 95% OPAQUE SCREENING ALONG OAKDALE AVENUE		EVERGREEN TREE SCREENING ALONG OAKDALE AVENUE

LANDSCAPE NOTES:

- CONTRACTOR IS RESPONSIBLE FOR FINISH GRADING AND POSITIVE SURFACE DRAINAGE IN ALL LANDSCAPE AREAS.
- ALL PLANT MATERIALS ARE TO CONFORM WITH STATE AND LOCAL CONSTRUCTION STANDARDS & THE CURRENT ADDITION OF THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ALL PLANT MATERIALS ARE TO BE HEALTHY, HARDY STOCK, AND FREE FROM ANY DISEASES, DAMAGE, AND DISFIGURATION.
- QUANTITIES OF PLANTS LISTED ON THE PLAN ARE TO GOVERN ANY DISCREPANCY BETWEEN THE QUANTITIES SHOWN ON THE PLAN SCHEDULE AND PLAN. PLACE PLANTS IN PROPER SPACING FOLLOWING LAYOUT FIGURES.
- MAINTAIN (30) INCHES CLEARANCE AROUND PARKING STALLS TO ALLOW OVERHANG OF PARKED CARS.
- APPLY FOUR (4) INCH DEPTH OF SHREDDED HARDWOOD BARK MULCH IN FOUR (4) FOOT DIAMETER RING AROUND ALL TREES IN TURF AREA.
- APPLY PRE-EMERGENT TO MULCH IN PLANTING AREAS TO PROHIBIT WEED GROWTH, APPLICATION RATE TO BE PER MANUFACTURER'S RECOMMENDATIONS. IF WEEDS APPEAR IN TREATED AREAS DURING THE FIRST YEAR, LANDSCAPE CONTRACTOR TO REMOVE ALL WEEDS AT NO ADDITIONAL COST.
- PLANTING SOIL FOR LANDSCAPED AREAS SHALL BE MINIMUM SIX (6) INCHES IN DEPTH. PLANTING SOIL SHALL BE WELL-GRADED SOIL, FRIABLE AND FERTILE, FREE OF HARDPACK SUBSOIL, STONES AND NOXIOUS WEEDS, AND HAVE A PH BETWEEN 6.5 AND 7.5. PLANTING SOIL TO BE A MIXTURE OF SELECTED TOPSOIL BORROW (MNDOT 3877 TYPE B) PEAT MOSS OR COMPOSTED YARD WASTE AND FERTILIZER, MIXING PROPORTIONS SHALL BE ACCORDING TO LOOSE VOLUME RATIO AND HAVE A COMPOSITE ORGANIC CONTENT AT NO LESS THAN 15% AND NO GREATER THAN 20%. FERTILIZER SHALL BE SLOW RELEASE COMMERCIAL FERTILIZER AND ADDED IN SUFFICIENT QUANTITY TO PROVIDE 0.05 POUND OF TOTAL NITROGEN PER CUBIC YARD OF PLANTING SOIL.
- FOLLOW LANDSCAPE DETAILS FOR ALL INSTALLATION, UNLESS OTHERWISE NOTED.
- LANDSCAPE CONTRACTOR TO MAINTAIN PLANTS AND SOD IN HEALTHY CONDITION THROUGHOUT ONE YEAR WARRANTY PERIOD. THE WARRANTY PERIOD SHALL BEGIN UPON INSPECTION AND ACCEPTANCE BY CITY STAFF.
- FOR EROSION AND SEDIMENT CONTROL, REFER TO CIVIL PLANS.



PRELIMINARY - NOT FOR CONSTRUCTION

Minnesota
CALL BEFORE YOU DIG!
 MINNESOTA LAW REQUIRES EXCAVATORS TO NOTIFY THE REGIONAL NOTIFICATION CENTER AT LEAST TWO (2) BUSINESS DAYS BUT NOT MORE THAN FOURTEEN (14) CALENDAR DAYS PRIOR TO EXCAVATION.
GOPHER STATE ONE CALL
 www.gopherstateonecall.org
 1-800-252-1166

BIOFILTRATION BASIN
 TOP OF SAND = 949.0
 BOTTOM OF SAND = 947.0
 FILTRATION VOL. = 6,195 CU.
 100-YR HWL = 953.8

CONTROL STRUCTURE
 TOP 951.20
 INV. 946.5
 GROUT 3' - 10" PVC INTO 12" RCP
 MNDOT CA 1 TRM
 36' - 12" RCP @ 0.83%
 22' - 6" DIP
 Top 953.14
 Inv. 946.0
 51' OV
 CHANGE CASTING PER CITY REQUIREMENTS
 CORE INTO EX. CB
 INV 946.2

WET TAP EX. 12" WATER MAIN
 MH Top 953.79
 78" Inv. 938.6
 Inv. 943.96 W
 CB Top 953.28

ROCK CONSTRUCTION ENTRANCE
 28' - 12" HDPE @ 0.89%



P:\2020\20-004 - More Space Sell Storage\CAD\DWG\PLANS\PLANSHEET\CIVIL\20-004-LAN-PLN.dwg
 DATE PLOTTED: 05/05/2020

Engineering - Surveying
 Landscape Architecture
HTP
HANSEN THORP PELLINEN OLSON, Inc.
 7010 Market Plaza Drive • Eden Prairie, MN 55344
 952.426.9700 • 952.426.7606 fax
 COMM: 19122
 DATE: 5/5/20

REVISIONS:
 Δ

More Space - West St. Paul
 Oakdale Avenue
 West St. Paul, MN

Landscape Plan

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

RESOLUTION NO. 20-052

**RESOLUTION APPROVING A SITE PLAN FOR
THE CONSTRUCTION OF A SELF-STORAGE FACILITY
AT 1665 OAKDALE AVENUE - MORE SPACE, LLC**

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

CURRENT:

PT OF NW 1/4 OF SE 1/4 COM 750.94 FT W & 570 FT S OF NE COR
S 194 FT E 559.82 FT TO CEN OAKDALE N ON RD 209.55 FT W 479.09 FT
TO BEG

PROPOSED PLAT:

LOT 1, BLOCK 1 OF MORE SPACE SELF STORAGE

WHEREAS, a Public Hearing concerning the Site Plan was held before the West St. Paul Planning Commission on May 19, 2020; and

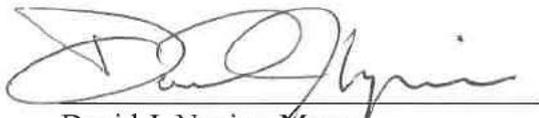
WHEREAS, the West St. Paul Planning Commission has recommended that the City Council approve the Site Plan.

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the Site Plan for 1665 Oakdale Avenue, requested by More Space, LLC, is hereby approved subject to the submitted plans and the following conditions:

1. Council approval of the corresponding preliminary and final plat application;
2. The Applicant shall apply for and obtain all applicable building and sign permits;
3. The Applicant shall revise the lighting plan to 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 revise plans to either increase the number of trees or increase the caliper inches of the proposed trees to meet the 222 caliper inches minimum requirement;
5. Any/all trash enclosures comply with section 153.032 (F)6 of the zoning ordinance;
6. All signage must comply with section 153 of the zoning ordinance;
7. The Applicant shall consider the recommendations of the Environmental Committee per the attached memo dated April 13, 2020;
8. The Applicant shall adhere to all items outlined in the WSB Engineering Memo dated May 12, 2020;

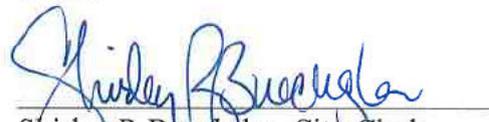
9. The Applicant shall enter into a storm water management agreement prior to the application of a building permit;
10. The Applicant shall adhere to all items outlined in the Dakota County Plat Commission dated March 16, 2020;
11. The Applicant shall work with City Staff to reduce the number of parking stalls to proof of parking along the front building façade to incorporate more trees; and
12. The Applicant shall work with City Staff to address the soil and elevation concerns mentioned by an adjacent property owner.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 26th day of May 2020.



David J. Napier, Mayor

Attest:



Shirley R Bueckler, City Clerk

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

RESOLUTION NO. 20-

**RESOLUTION APPROVING A ONE YEAR EXTENSION
OF AN APPROVED SITE PLAN FOR THE
MORE SPACE LLC PROPERTY**

WHEREAS, the City of West St. Paul approved a site plan application submitted by More Space LLC on May 26, 2020; and

WHEREAS, site plan applications lapse and become null and void six months following their approval unless a building permit is issued and construction is commenced; and

WHEREAS, the City of West St. Paul zoning ordinance allows for the City Council to grant a renewal for a period of up to one year for site plan applications; and

WHEREAS, at the October 12, 2020 City Council meeting, the property owner requested a 12 month extension of the site plan to accommodate limited construction capacity due to cold weather and COVID-19 related delays; and

WHEREAS, the renewal of the site plan would allow the property owner additional time to commence project construction; and

NOW, THEREFORE, BE IT RESOLVED by the West St. Paul City Council that the renewal of the approved site plan for the More Space LLC property (ID: 420200078060) is approved, subject to the originally approved conditions.

Adopted by the City Council of the City of West St. Paul, Minnesota, this 12th day of October 2020.

Attest:

David J. Napier, Mayor

Shirley R Buecksler, City Clerk

To: **Mayor and City Council**
From: **Ryan Schroeder, City Manager**
Date: **October 12, 2020**

Amendment to CARES ACT Business Grants

BACKGROUND INFORMATION:

On September 28, 2020, Council approved CARES ACT business grants. Excluded from those recommended for a grant were applicants that were deemed ineligible. Among those was Little North Fork LLC dba Sola Salons. This applicant was deemed ineligible based upon the premise that their multiple locations external to West St. Paul would result in total gross revenues exceeding the thresholds of the grant program. Since September 28, we have received documentation that this belief was in error; hence, the grant ineligibility was also in error.

Little North Fork LLC had complied in all other requirements of the grant program (timely submittal, documentation of COVID related losses and mitigation measures and the like).

Given the above, Staff requests that Council amend the list of grantees from the earlier approval by the addition of Little North Fork LLC in the requested amount of \$10,000.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

By motion, award a \$10,000 CARES ACT business grant to Little North Fork LLC.