



City of North St. Paul  
City Council  
Regular Meeting Agenda

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November 1, 2022  
6:30 PM

The City Council Meeting will be conducted on **November 1, 2022** at 6:30 p.m. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public are permitted to attend the meeting in person, however, it is encouraged to participate in the meeting remotely. Instructions can be found below.

The **November 1, 2022** Zoom meeting can be accessed at

<https://tinyurl.com/NSPCityCouncil>

(from a PC, Mac, tablet, iPhone, or Android device)

or by phone at 1-929-205-6099

Participants accessing the meeting by phone please use the following meeting ID:  
84409094358

You can also watch the meeting on our YouTube channel here: [tinyurl.com/NSPYouTube](https://tinyurl.com/NSPYouTube)

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Roll Call**

Council Member Thorsen  
Council Member Petersen  
Council Member Wong  
Council Member Cole  
Mayor Furlong

**IV. Adopt Agenda**

**V. Presentations**

A. Extraordinary Citizen Award - Keith Davis

**VI. Consent Agenda**

- A. October 18, 2022 workshop minutes
- B. October 18, 2022 regular meeting minutes
- C. General Claims \$700,645.83
- D. HRA Claims \$18,076.05

- E. An Ordinance Amending Title XIII, Chapter 130, Pertaining to Catalytic Converters
- F. To approve a proposed two-lot subdivision of 2170 Eldridge Avenue North.
- G. Approve Tobacco License
- H. Application for a Charitable Gambling Permit to conduct Excluded Bingo by the Knights of Columbus Council 4967, for November 19, 2022.
- I. Application for a Temporary On-Sale Liquor License AND and Application for a Charitable Gambling for Exempt Permit for the North Star Scouting Memorabilia, Inc.
- J. McKnight Road Watermain Improvements (CP 22-04) - Authorize Advertisement for Bids

**VII. Meeting Open to the Public**

*This Open Forum is an opportunity for persons to address the City Council on items not on the agenda. A completed public comment form should be presented to the Deputy Clerk prior to the meeting. Comments will be limited to 3 minutes per person. While the City Council may ask clarifying questions of the speaker, no formal action by the City Council or discussion will be held on these items.*

**VIII. Public Hearings**

- A. Tax Increment Financing (Redevelopment) District No. 4-12 (Lillie Building Redevelopment Project)

**IX. Public Comment - Unmanned Aerial Vehicles (UAV)**

- A. Unmanned Aerial Vehicles (UAV)

**X. City Business Action Items & Recommendations**

- A. Unmanned Aerial Vehicles (UAV)
- B. 2020 Street and Utility Improvement Project - Approve Pay Voucher No. 14 and Final

**XI. Reports of City Manager & Departments**

**XII. Reports of Council Commissions & Committees**

**XIII. General Business**

**XIV. Adjournment**

**The next regularly scheduled City Council meeting is November 15, 2022.**



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # V.A**

Presentations

**Subject**

Extraordinary Citizen Award - Keith Davis

**Background/Facts**

On August 2<sup>nd</sup>, 2022, North St. Paul Police Officers responded to a felony domestic assault strangulation incident. Upon arrival, met with Keith Davis who had witnessed a portion of this violent assault. Mr. Davis had attempted to apprehend the suspect, prior to the arrival of North St. Paul Police Officers, but the suspect had fled. Mr. Davis, pursued the suspect until the suspect was briefly lost. Mr. Davis then met with a North St. Paul Police Officer and informed them where the suspect was likely hiding. Mr. Davis and the North St. Paul Police Officer then jumped over a fence to get to the area where the suspect was hiding. Once spotted, the officer identified themselves and instructed the suspect to stop. The suspect then began to flee on foot. The North St. Paul Police Officer and Mr. Davis began to chase after the suspect. The foot pursuit continued through a Maplewood business and concluded with the successful and safe apprehension of the felony domestic assault suspect in a parking lot.

**Recommended Action**

Due to the alert, immediate, and courageous actions of Mr. Davis, a violent felony domestic assault suspect was successfully apprehended. Mr. Davis put himself in harms way to assist the North St. Paul Police Department with the arrest of a felony suspect. Mr. Davis' extraordinary actions this day helped preserve the safety of our community. On behalf of the City of North St. Paul, please honor Mr. Davis with the North St. Paul Police Department's Extraordinary Citizen Award to recognize his courageous actions.

**Attachments**

1. EXTRAORDINAYCITIZEN-

Respectfully submitted,  
Phil Baebenroth, Police Chief



# NORTH ST. PAUL

## MAYORAL PROCLAMATION

### HONORING KEITH DAVIS WITH AN EXTRAORDINARY CITIZEN AWARD

**WHEREAS**, Keith Davis was witness to a portion of a felony domestic strangulation assault and he bravely attempted to apprehend the suspect prior to the arrival of the North St. Paul Police Department

**WHEREAS**, Keith Davis pursued the suspect who fled the scene.

**WHEREAS**, Keith Davis assisted the North St. Paul Police Officers by telling them where the suspect was hiding.

**WHEREAS**, Keith Davis and the officers jumped a fence to get to where the suspect was hiding.

**WHEREAS**, after the officers identified themselves to the suspect, and instructed them to stop, the suspect fled on foot with the Officers and Keith Davis in pursuit.

**WHEREAS**, Keith Davis and the officers continued to chase the suspect through an area business, eventually apprehending the felony domestic assault suspect in a parking lot.

**WHEREAS**, due to Keith Davis' alertness and immediate courageous actions, a violent felony assault suspect was successfully apprehended.

**WHEREAS**, Keith Davis selflessly put himself in harms way to assist the North St. Paul Police Department and

**WHEREAS**, Keith Davis' extraordinary actions this day helped preserve the safety of our community.

**WHEREAS**, On behalf of the City of North St. Paul we honor Mr. Davis with the North St. Paul Police Department's Extraordinary Citizen Award in recognition of his courageous actions.

**NOW, THEREFORE**, I, Terrence J. Furlong, Mayor of North St. Paul, Minnesota, do hereby proclaim November 1, 2022, as "**KEITH DAVIS EXTRAORDINARY CITIZEN DAY**" in North St. Paul and commend its observance to all citizens.

Signed this 1<sup>st</sup> day of November 2022.

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Terrence J. Furlong, Mayor

**City of North Saint Paul**  
**October 18, 2022**  
**Proposed City Council Workshop Meeting Minutes**

**I. CALL TO ORDER**

Mayor Furlong called the meeting to order at 5:00 p.m.

**II. ROLL CALL**

Present: Council Member Thorsen  
Council Member Petersen  
Council Member Cole ABSENT  
Council Member Wong  
Mayor Furlong

Staff: City Manager Brian Frandle, Assistant to the City Manager Jennie Kloos, Finance Director Dan Winek, Communications Consultant Kari Erpenbach

**III. ADOPT AGENDA**

*On motion by Council Member Petersen, seconded by Council Member Wong, with all present voting aye (4-0), motion carried to approve the agenda as presented.*

**IV. TOPICS**

A. Update – Public Employees Insurance Program (PEIP)

City Manager Brian Frandle stated insurance rates are expected to rise 50% and turned the presentation over to Finance Director Dan Winek. Mr. Winek provided a brief history of the City's involvement with PEIP and stated the City was notified about the rate increase on September 30<sup>th</sup>. Due to the rate of the increase, the City has the option to opt out in the middle of the contract with PEIP without penalties, but must give a 30-day notice. Mr. Winek also noted that Gallagher has been contacted to search other providers with an Referral for Proposal (RFP) being published and will bring that information back at the next City Council meeting.

Mr. Winek discussed how this affects the 2023 budget stating our levy was certified on September 30<sup>th</sup> and cannot be increased. He stated department representatives will meet next Thursday to discuss further. He also provided different options to cover the cost of the rate increase.

B. 3<sup>rd</sup> Quarter – Statements of Revenues, Expenditures, and Changes in Fund Balance for the General Fund

Mr. Winek discussed the 3<sup>rd</sup> quarter statements providing numbers to show budget deficits and surplus amounts for the 2022 general fund. He noted much of the deficits are due to an overall market value adjustment. He also noted revenue will show up right away where expenditures

often take 2-3 months to show up on the budget. Mr. Winek stated looking ahead to 2023, he would like to provide a community outreach program on the budget.

### C. 2023 Internal Revenue Service Funds and Other Budgets

Mr. Winek provided reports on these two items and stated the next workshop will be discussing enterprise funds, the second meeting in November will be looking at City fees and rates, and the first meeting in December is when the City approves the 2023 budget.

Council Member Thorsen inquired how many municipalities Metro INET serves and what services they provide. Mr. Winek does not have specific numbers but estimated around 20 municipalities and listed the services as phones, network, emails, servers, cyber security, security cameras, IT issues and maintenance, software updates, and troubleshooting. Council Member Thorsen also questioned why an RFP has not been completed for this type of service. Mr. Winek stated before an RFP can be produced, the City needs to determine the services provided and what services are lacking.

Council Member Thorsen voiced his concern over the lack of change with a company or contract. He suggested looking at services that are not utilized or can be done through City staff. Mr. Winek commented a 10% savings is needed in order to consider changing companies or policies. It is the difference between outsourcing versus insourcing.

Mr. Winek provided budget numbers for all other departments. The Community Center was discussed as a budget concern.

Mr. Winek explained that the insurance rate increase does not put the City in a financial pinch as there are various options on how the City can cover the costs. Mr. Winek thanked the City Council for their continued dedication and thoughtful suggestions.

## V. OTHER BUSINESS

There were no presentations.

## VI. ADJOURNMENT

***There being no further business, on motion by Council Member Wong, seconded by Council Member Petersen, with all present voting aye (4-0), Mayor Furlong adjourned the workshop meeting at 6:25 p.m.***

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Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager / Clerk

**City of North Saint Paul  
October 18, 2022  
Proposed Regular City Council Meeting Minutes**

**I. CALL TO ORDER**

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

**II. THE PLEDGE OF ALLEGIANCE**

All present recited the Pledge of Allegiance.

**III. ROLL CALL**

Present: Council Member Thorsen  
Council Member Petersen  
Council Member Cole ABSENT  
Council Member Wong  
Mayor Furlong

Staff: City Manager Brian Frandle, Assistant to City Manager Jennie Kloos, City Engineer Morgan Dawley, Finance Director Daniel Winek, City Planner Brandy Howe, City Attorney Leah Koch

**IV. ADOPT AGENDA**

*On motion by Council Member Petersen, seconded by Council Member Thorsen, with all present voting aye (4-0), motion carried to approve the agenda as presented.*

**V. PRESENTATIONS**

There were no presentations.

**VI. APPROVAL OF CONSENT AGENDA**

Council Member Wong requested Consent Agenda Items G and H be removed and addressed under City Business Action Items and Recommendations.

*On motion by Council Member Wong, seconded by Council Member Thorsen, with all present voting aye (4-0), motion carried to approve the consent agenda as amended, Resolution No. 2022-093 consisting of:*

- A. October 4, 2022 workshop minutes
- B. October 4, 2022 regular meeting minutes
- C. General Claims \$1,594,914.84
- D. HRA Claims \$38,527.26
- E. Building Permit Report – September 2022

- F. Resolution Approving Acceptance of Donations Received September 2022  
*Resolution No. 2022-094*
- G. Public Works Maintenance Overlay Approval **Moved to City Business**
- H. Memorandum of Understanding LELS Local #211 (Patrol) and #298 (Sergeants) –  
Shift Differential *Moved to City Business*

## VII. MEETING OPEN TO PUBLIC

*John Schmahl* expressed his concern regarding the leaves and storm sewer.

## VIII. PUBLIC HEARINGS

- A. Special Assessment Hearing for Unpaid Bills and Authorizing the City of North St. Paul to Certify to the County Auditor's Office all Unpaid Fees

Finance Director Daniel Winek stated this is a public hearing for any residents to express their concern regarding any of these unpaid fees. After the public hearing, residents have an additional 30 days to pay any remaining fees without interest. It will then be certified to the property tax rolls to Ramsey County Auditor.

Mayor Furlong opened the public hearing at 6:39 p.m.

Mayor Furlong closed the public hearing at 6:40 p.m.

*On motion by Council Member Thorsen, seconded by Council Member Petersen, with all present voting aye (4-0), motion carried to adopt the Resolution No. 2022-096, approving Assessment to Properties for Unpaid Water, Waste Water, Environmental Utility, Street Lights, Solid Waste and Recycling for North St. Paul Properties.*

*On motion by Council Member Petersen, seconded by Council Member Thorsen, with all present voting aye (4-0), motion carried to adopt the Resolution No. 2022-097, approving Assessment to Properties for Unpaid Water, Waste Water, Environmental Utility and Recycling for Maplewood Properties.*

- B. To Accept Input on a Proposed Two-Lot Subdivision of 2170 Eldridge Avenue North

City Planner Brandy Howe provided a brief overview of property details. The plan is to replace the substandard home that is currently being demolished and dividing this property into 2 smaller properties. This property meets the subdivision and zoning requirements and was discussed at two separate Planning Commission meetings. City Engineer Morgan Dawley has reviewed it and suggested drainage and utility easements be depicted on the map. The Planning Commission agreed this was within guidelines of the Capital Improvement Plan and Planning Commission recommends approval of the subdivision.

Mayor Furlong opened the public hearing at 6:44 p.m.

Resident John inquired about the original purchase price and what the City purchased it for. Mayor Furlong stated it was more than just the land cost. Council Member Thorsen commented

he had voiced concerns regarding the original price versus the current price at the previous HRA meeting.

Mayor Furlong closed the public hearing at 6:48 p.m.

***On motion by Council Member Wong, seconded by Council Member Thorsen, with Mayor Furlong and Council Member Wong voting aye and Council Member Petersen and Council Member Thorsen voting no (2-2), motion failed to adopt the Resolution No. 2022-xxx, approving a Minor Subdivision Plat of 2170 E. Eldridge Avenue subject to the conditions in the draft Resolution.***

City Attorney Koch advised that a motion can be made to reconsider and allow for more discussion. Mayor Furlong stated the house is currently being built. City Attorney Koch recommended a motion to reconsider.

***On motion by Council Member Wong, seconded by Council Member Petersen, with all Present voting aye (4-0), motion carried to reconsider to allow for additional discussion.***

Mayor Furlong expressed his confusion as to why a Council Member failed to approve this motion when one property is already being built and one will be built next year. Council Member Thorsen stated he was against this from the beginning and does not want the lots to be split. Council Member Wong believed the plan was to subdivide that lot into two smaller lots in order to have student-built housing for 2 years. Ms. Howe stated it fit within the CIP and met the goal of affordable housing. Mayor Furlong suggested the City Council table this item. City Attorney Koch recommended tabling it until the November 1<sup>st</sup> meeting or the following meeting.

***On motion by Council Member Petersen, seconded by Council Member Wong, with all present voting aye (4-0), motion carried to table this item until the next City Council Meeting.***

## **IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS**

### **A. Authorization to Apply for a DEED Contamination Cleanup Grant**

Ms. Howe, Mr. LaValle, the developer, and Jennifer Forsth presented details on this grant. Mr. LaValle has requested a partnership with the City on grant applications that would go to DEED to assist with site clean-up. The site was previously occupied and an investigation found asbestos abatement, petroleum impacted soil and groundwater that will need to be cleaned up and/or removed. Mr. LaValle prepared grant applications and is asking the City of North St. Paul to act as the official applicant. If resolutions are passed tonight, the City would act as the applicant and enter into an agreement with Mr. LaValle. The cost would be incurred and paid out by that agreement and the developer would assist in preparing progress reports and administering the grants. The grant application would have resolutions of support from the City.

***On motion by Council Member Wong, seconded by Council Member Petersen, with all present voting aye (4-0), motion carried to adopt the Resolution No. 2022-098, Authorizing an Application to DEED for a Contamination Clean-Up Grant for the Lillie Redevelopment Site.***

B. Authorization and Local Match Commitment for a DEED Contamination Cleanup Grant

***On motion by Council Member Wong, seconded by Council Member Petersen, with all present voting aye (4-0), motion carried to adopt the Resolution No. 2022-099, Committing Local Match and Authorizing Contract Signature for a Department of Employment and Economic Development (DEED) Contamination Cleanup Grant for the Lillie Building Redevelopment Project.***

C. Support to Apply for Metropolitan Council TBRA Cleanup Grant

***On motion by Council Member Wong, seconded by Council Member Thorsen, with all present voting aye, (4-0), motion carried to adopt the Resolution No. 2022-100, Authorizing Application for the Tax Base Revitalization Account (TBRA) for the Lillie Redevelopment Project.***

D. Support to Apply for a Ramsey County Environmental Response Fund Grant

***On motion by Council Member Thorsen, seconded by Council Member Wong, with all present voting aye, (4-0), motion carried to adopt the Resolution No. 2022-101, Authorizing Application for the Ramsey County Environmental Response Fund Grant for the Lillie Redevelopment Project.***

E. Consideration of Ordinance 809, North St. Paul City Code as it Relates to Composition of the Arts and Culture Commission

Mr. Frandle stated the Arts and Culture Commission is requesting their Commission members go from five to seven.

Council Member Wong has had a number of people interested and the increase in members would expedite projects and allow Commissioners to do their work.

***On motion by Council Member Wong, seconded by Council Member Petersen, with all present voting aye, (4-0), motion carried to adopt the Ordinance No. 809, amending the North St. Paul City Code as it Relates to Composition of the Arts and Culture Commission.***

F. Public Works Maintenance Overlay Approval

Council Member Wong noted this project is next to a school and inquired about plans to create a sidewalk for students to walk in and around the school. Mr. Winek stated this is simply a mill and overlay which does not provide the opportunity to add sidewalks or alternative walking areas.

***On motion by Council Member Thorsen, seconded by Council Member Petersen, with all present voting aye, (4-0), motion carried to approve the Public Works Maintenance Overlay.***

G. Memorandum of Understanding LELS Local #211 (Patrol) and #298 (Sergeants) – Shift Differential

Council Member Wong inquired about clarification in the Memorandum of Understand language and what kind of financial impact this change in language may have. Mr. Winek clarified the language states if you are regularly scheduled for a night shift, will you still receive the shift differential and if someone is getting overtime, they would not get the paid shift differential.

***On motion by Council Member Thorsen, seconded by Council Member Petersen, with all present voting aye, (4-0), motion carried to adopt the Resolution No. 2022-095, Approving the 2022-2024 Shift Differential Memorandums of Understandings Between the City of North St. Paul and Local No. 298 and Local No. 211.***

**X. REPORTS OF CITY MANAGER AND DEPARTMENTS**

Mr. Frandle reported the opioid settlement amount will be approximately \$4,100 and is specific as to what it can be used for. Downtown plantings are happening and winter preparations are beginning. Mayor Furlong commented on the markings on the new sidewalks. Mr. Frandle stated it is spray chalk and City Engineer Morgan Dawley noted it is a legal requirement to label underground piping and should wash away after a couple of rainfalls.

**XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES**

Council Member Wong stated Arts and Culture Commission wrapped up the well-attended Fall Frolic and the Business Association has partnered with project Snowy. The Planning Commission met on the October 6<sup>th</sup> to hold a public hearing on the subdivision plat, the new proposed property at 2395 Margaret Street, and more discussion on curb distance for signs in the sign ordinance.

Mayor Furlong stated the Fall Frolic was a great event.

**XII. GENERAL BUSINESS**

Council Member Thorsen stated he will be absent from first meeting in November.

**XIV. ADJOURNMENT**

***On motion by Council Member Wong, seconded by Council Member Petersen, with all present voting aye (4-0), motion carried to adjourn the meeting at 7:23 p.m..***

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Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager/ Clerk



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.C**

Consent Agenda

**Subject**

General Claims \$700,645.83

**Background/Facts**

**Recommended Action**

**Attachments**

1. 11-01-2022 AP COUNCIL PACKET

Respectfully submitted,  
Jacquelyn Lutmer, Finance Coordinator



**NORTH  
ST. PAUL**  
*extraordinary.*

MEMORANDUM

TO: Mayor & Council Members  
 FROM: Jacquelyn Lutmer - Finance Coordinator  
 DATE: November 1, 2022  
 SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

10/21/2022 Payroll Register		\$121,842.56
10/21/2022 Payroll Direct Payables		\$110,743.48
10/21/2022 Fire Payroll Register DD		\$15,340.18
10/21/2022 Fire Payroll Direct Payables		\$4,330.52
11/2/2022 A/P Payroll Direct Payables - Union Dues	142457	\$641.96
	Payroll Subtotal	<u>\$252,898.70</u>
11/2/2022 AP Check Run	142458-142523	\$ 340,958.24
11/2/2022 AP Drafts	001617-001620	\$ 106,788.89
	AP Subtotal	<u>\$ 447,747.13</u>
	Grand Total	<u><u>\$ 700,645.83</u></u>

Approved this 1st day of November 2022

/s/ Terrence J. Furlong, Mayor by Consent Resolution  
 /s/ Brian Frandle, City Manager/Clerk by Consent Resolution

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	65	121,842.56
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
		-----
TOTAL CHECKS:	65	121,842.56

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

PACKET: 05508 10/21/2022 PAYROLL - 9  
 VENDOR SET: 01 City of North St Paul \*\*\* DRAFT/OTHER LISTING \*\*\*  
 BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
A01055		AFSME COUNCIL 5						
	I-AFS202210188539	UNION DUES	D	10/21/2022		186.81	001607	186.81
E05000		EFTPS						
	I-T1 202210188539	FEDERAL WITHHOLDING	D	10/21/2022		18,246.85	001608	
	I-T3 202210188539	FICA TAXES	D	10/21/2022		15,893.94	001608	
	I-T4 202210188539	MEDICARE TAXES	D	10/21/2022		5,681.42	001608	39,822.21
H08033		H S A BANK						
	I-444202210188539	HSA ACCOUNT	D	10/21/2022		5,579.31	001609	5,579.31
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202210188539	EMP/EMPR DEFERRED COMP	D	10/21/2022		11,213.62	001610	
	I-21 202210188539	EMP/EMPR DEFERRED COMP	D	10/21/2022		2,926.29	001610	
	I-26 202210188539	LOAN PAYMENTS TO ICMA	D	10/21/2022		646.52	001610	
	I-2IR202210188539	EMP/EMPR DEFERRED COM	D	10/21/2022		2,075.00	001610	16,861.43
M12900		MNEFTS						
	I-T2 202210188539	MN Income Tax WH	D	10/21/2022		8,498.81	001611	8,498.81
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202210188539	POST DEDUCTIONS	D	10/21/2022		975.00	001612	
	I-2MN202210188539	POST DEDUCTIONS	D	10/21/2022		75.00	001612	1,050.00
M18011		MN CHILD SUPPORT PAYMENT CENTER						
	I-3 202210188539	BI-MONTHLY CHILD SUPPORT	D	10/21/2022		1,053.12	001613	1,053.12
P16470		P E R A						
	I-91 202210188539	6634-00 REG PERA	D	10/21/2022		16,776.23	001614	
	I-92 202210188539	6634-00 PERA PD	D	10/21/2022		20,775.54	001614	
	I-94 202210188539	6634-00 PERA DCP ELECTED	D	10/21/2022		140.02	001614	37,691.79

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	0.00	110,743.48	110,743.48
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>8</b>	<b>0.00</b>	<b>110,743.48</b>	<b>110,743.48</b>

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	27	15,340.18
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	
		-----
TOTAL CHECKS:	27	15,340.18

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

PACKET: 05509 10/21/2022 FIRE PAYROLL -  
 VENDOR SET: 01 City of North St Paul \*\*\* DRAFT/OTHER LISTING \*\*\*  
 BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1	202210188540	FEDERAL WITHHOLDING	D 10/21/2022		1,080.62	001615	
	I-T3	202210188540	FICA TAXES	D 10/21/2022		2,265.82	001615	
	I-T4	202210188540	MEDICARE TAXES	D 10/21/2022		529.88	001615	3,876.32
M12900		MNEFTS						
	I-T2	202210188540	MN Income Tax WH	D 10/21/2022		454.20	001616	454.20

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	4,330.52	4,330.52
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>2</b>	<b>0.00</b>	<b>4,330.52</b>	<b>4,330.52</b>

PACKET: 05507 10/21/2022 PAYROLL - 8

VENDOR SET: 01 City of North St Paul \*\*\*\* CHECK LISTING \*\*\*\*

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
L12385		LOCAL UNION #160						
	I-11	202210048448	UNION DUES	R 11/02/2022		320.98	142457	
	I-11	202210188539	UNION DUES	R 11/02/2022		320.98	142457	641.96

\* \* B A N K T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	641.96	641.96
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>1</b>	<b>0.00</b>	<b>641.96</b>	<b>641.96</b>

PACKET: 05514 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	BONITA GLANCY I-202210188532	BONITA GLANCY:	R	11/02/2022		150.00CR	142458	150.00
1	DAN PIDDE I-202210188533	DAN PIDDE:	R	11/02/2022		300.00CR	142459	300.00
1	JAMIE CARLSON I-202210188534	JAMIE CARLSON:	R	11/02/2022		150.00CR	142460	150.00
1	JAMES CONNOLLY I-202210188535	JAMES CONNOLLY:	R	11/02/2022		50.00CR	142461	50.00
1	JENNIFER CADWELL-PARKER I-202210188536	JENNIFER CADWELL-PARKER:	R	11/02/2022		300.00CR	142462	300.00
1	MARY ANN HAMMER I-202210188537	MARY ANN HAMMER:	R	11/02/2022		300.00CR	142463	300.00
1	MARY ANN HAMMER I-202210188538	MARY ANN HAMMER:	R	11/02/2022		50.00CR	142464	50.00
A01082	A F C TECHNOLOGIES LLC I-S15237	FIX DIALER COMMUNICATION	R	11/02/2022		260.00CR	142465	260.00
A01184	AMAZON CAPITAL SERVICES I-14VT-H674-N43M I-1XWD-CNQL-M7HP	SUPPLIES SUPPLIES	R R	11/02/2022 11/02/2022		728.27CR 2,120.55CR	142466 142466	 2,848.82
A01310	ASPEN MILLS I-301926 I-301981	UNIFORMS UNIFORMS	R R	11/02/2022 11/02/2022		44.00CR 56.95CR	142467 142467	 100.95
A20235	AUTONATION, INC I-600096	575 SUBLET TO FORD	R	11/02/2022		302.40CR	142468	302.40
B02121	BLACK DIAMOND TINTING LLC I-21462	WINDOW TINTING	R	11/02/2022		398.00CR	142469	398.00
C02990	CORNERSTONE CONCRETE LLC I-BAR6	DRIVEWAY REPAIR	R	11/02/2022		1,290.00CR	142470	1,290.00
C03002	CAMPBELL KNOTSON PA I-2076-0000G-173 I-2076-0065G-41 I-2076-0066G-52 I-2076-0067G-49 I-2076-0092G-10 I-2076-0096G-3	SEPT 2022 LEGAL SERVICES SEPT 2022 LEGAL SERVICES SEPT 2022 LEGAL SERVICES SEPT 2022 LEGAL SERVICES SEPT 2022 LEGAL SERVICES SEPT 2022 LEGAL SERVICES	R R R R R R	11/02/2022 11/02/2022 11/02/2022 11/02/2022 11/02/2022 11/02/2022		3,987.19CR 31.00CR 68.00CR 465.50CR 542.50CR 139.50CR	142471 142471 142471 142471 142471 142471	     5,233.69

PACKET: 05514 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03066	CINTAS							
	I-4133705212	UNIFORMS	R	11/02/2022		81.11CR	142472	
	I-4134384261	UNIFORMS	R	11/02/2022		8.86CR	142472	
	I-4134384373	UNIFORMS	R	11/02/2022		117.95CR	142472	207.92
C03091	CES IMAGING							
	I-INV144406	SEPT 2022 COPIER LEASE	R	11/02/2022		264.45CR	142473	264.45
C03139	COMCAST							
	I-202210258550	INTERNET SERV CH 10/27-11/26	R	11/02/2022		131.32CR	142474	131.32
E05125	EMERGENCY APPARATUS MTN							
	I-124758	ENGINE 520 ANNUAL PUMP TEST	R	11/02/2022		2,466.56CR	142475	
	I-124759	LADDER 530 ANNUAL PUMP TEST	R	11/02/2022		4,905.51CR	142475	
	I-124760	RESCUE 540 ANNUAL PUMP TEST	R	11/02/2022		2,512.13CR	142475	
	I-125152	SAT EMERGENCY SERV ENGINE 520	R	11/02/2022		2,336.11CR	142475	12,220.31
E05126	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
	I-SVC50173	REPLACE MASTER SWITCH	R	11/02/2022		72.50CR	142476	72.50
F06002	FASTENAL							
	I-MNT11117968	HARDWARE OF STREET SIGNS	R	11/02/2022		69.50CR	142477	
	I-MNT11118166	STREET SIGNS	R	11/02/2022		26.94CR	142477	
	I-MNT11118184	STREET SIGNS	R	11/02/2022		226.19CR	142477	322.63
F06475	FRA-DOR BLACK DIRT & RECY							
	I-2210073	BLACK DIRT	R	11/02/2022		380.00CR	142478	380.00
G07280	GRAINGER INC							
	I-9476009957	GREASE OF FIRE HYDRANTS	R	11/02/2022		253.92CR	142479	253.92
G07448	GUARDIAN SUPPLY							
	I-13617	UNIFORMS	R	11/02/2022		46.99CR	142480	
	I-13626	UNIFORMS	R	11/02/2022		7.99CR	142480	54.98
H07501	HEALTHPARTNERS							
	I-1476298	EMPLOYEE SCREENINGS	R	11/02/2022		247.00CR	142481	247.00
H08127	HILLCREST BRAKE & ALIGN							
	I- 8993	TIRE REPAIR	R	11/02/2022		20.00CR	142482	
	I-8782	SQUAD REPAIR	R	11/02/2022		155.95CR	142482	
	I-8923	SQUAD REPAIR	R	11/02/2022		429.45CR	142482	605.40

PACKET: 05514 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
H08185	HUMERATECH I-220749	2022 ANNUAL PREVENTIVE MAINT	R	11/02/2022		2,964.71CR	142483	2,964.71
H14077	CORE & MAIN LP I-R772132	PARTS FOR HYDRANT REPAIR	R	11/02/2022		1,239.36CR	142484	1,239.36
L12259	LILJA'S LANDSCAPING LLC I-1349	STUMP GRINDING	R	11/02/2022		5,775.00CR	142485	5,775.00
M13027	MARCO TECHNOLOGIES LLC I-INV10437911	CRESTRON SYSTEM ISSUES	R	11/02/2022		123.25CR	142486	123.25
M13081	MUNICIPAL EMERGENCY SERVICES I-IN1773079	SUPPLY LINES FOR R540 & L530	R	11/02/2022		867.37CR	142487	867.37
M13110	MENARDS-OAKDALE I-51250 I-51595	BREAKERS & CONNECTORS STREET SIGN HARDWARE	R R	11/02/2022 11/02/2022		39.42CR 12.83CR	142488 142488	52.25
M13192	MN BENEFIT ASSOC I-2022-0178123	OCT 2022 BENEFITS	R	11/02/2022		71.17CR	142489	71.17
M13370	M-R SIGN CO INC I-217970 I-217971	STREET SIGNS STREET SIGNS	R R	11/02/2022 11/02/2022		673.02CR 209.72CR	142490 142490	882.74
M13374	MNL I-36638	WEED CONTROL SOUTHWOOD PARK	R	11/02/2022		1,100.00CR	142491	1,100.00
M13383	M&M ROGNESSE EQUIPMENT CO I-18608 I-18651 I-18652 I-18657	412 HYDRAULIC FITTINGS 710 AIR FITTING 811 HYDRAULIC FITTINGS 811 BACKHOE FITTINGS	R R R R	11/02/2022 11/02/2022 11/02/2022 11/02/2022		103.47CR 2.40CR 65.95CR 65.95CR	142492 142492 142492 142492	237.77
M13450	MUNICI-PALS - PENNY STEWART I-202210248545	2022 MEMBERSHIP/MTG	R	11/02/2022		80.00CR	142493	80.00
M14074	MNSPECT LLC C-9127 I-9126	INSPECTION CREDIT SEPT 2022 INSPECTIONS	R R	11/02/2022 11/02/2022		2,433.02 80,805.61CR	142494 142494	78,372.59

PACKET: 05514 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M16475	NCPERS GROUP LIFE INS. I-663400112022	NOV 2022 PREMIUM	R	11/02/2022		96.00CR	142495	96.00
N07096	NAPA AUTO PARTS I-3617-182114 I-3617-183335	606 ANTISIEZE 300 LIGHTS	R	11/02/2022		16.52CR 64.99CR	142496 142496	81.51
N14080	NUSS TRUCK & EQUIPMENT I-4036503	503 SPEED LIMITER ADJUST	R	11/02/2022		194.74CR	142497	194.74
N14181	NIEBUR TRACTOR & EQUIPMENT I-01-179777	611 MOWER PARTS	R	11/02/2022		31.15CR	142498	31.15
P16120	PERFORMANCE PLUS LLC I-123075	PREPLACEMENT MEDICAL EXAM	R	11/02/2022		394.00CR	142499	394.00
P16285	PLUNKETT'S PEST CONTROL I-7767619 I-7767620 I-7767621	OCT 2022 PEST CONTROL CC OCT 2022 PEST CONTROL PW OCT 2022 PEST CONTROL CH	R	11/02/2022		39.83CR 43.72CR 38.95CR	142500 142500 142500	122.50
P16435	PREMIUM WATERS I-319037629	WATER SERVICE	R	11/02/2022		13.50CR	142501	13.50
Q17000	Q3 CONTRACTING INC I-TMN3107175 I-TMN3107387	SAFETY SIGNS FOR SEWER REHAB TRAFFIC CONTROL MANHOLE SIGNS	R	11/02/2022		422.40CR 125.00CR	142502 142502	547.40
R18010	RAMSEY COUNTY I-PRRRV-001973 I-RESFA-005844 I-RESFA-005858	4TH QTR 2022 ELECTION SERVICES SEPT 2022 PW TIPPING SEP 2022 RESIDENTIAL TIPPING	R	11/02/2022		7,773.00CR 495.72CR 27,097.02CR	142503 142503 142503	35,365.74
R18022	RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH I-202210248547	SEPT 2022 CEC HAULER	R	11/02/2022		13,114.60CR	142504	13,114.60
R18051	REGIONS HOSPITAL I-H833029	QTR EMS TRAINING	R	11/02/2022		2,999.00CR	142505	2,999.00
R18091	RESCO I-875995-00	COMPRESSION CONNECTIONS	R	11/02/2022		90.00CR	142506	90.00

PACKET: 05514 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN3961690	OFFICE SUPPLIES	R	11/02/2022		109.70CR	142507	
	I-IN3965761	SUPPLIES	R	11/02/2022		67.62CR	142507	177.32
S19015	CITY OF SAINT PAUL							
	I-IN51153	ASPHALT MIX	R	11/02/2022		672.12CR	142508	672.12
S19106	SITE ONE LANDSCAPE SUPPLY							
	I-124277574-001	IRRIGATION PARTS	R	11/02/2022		98.75CR	142509	
	I-124393062-001	IRRIGATION PARTS	R	11/02/2022		72.41CR	142509	171.16
S19112	SCREEN TECH							
	I-14629	PARADE SIGNS	R	11/02/2022		340.00CR	142510	340.00
S19209	SIGN SOLUTIONS USA							
	I-403792	STREET SIGN POSTS	R	11/02/2022		3,772.56CR	142511	3,772.56
S19264	SPECIALTY SOLUTIONS LLC							
	C-I51759	CREDIT FOR BEET JUICE	R	11/02/2022		800.00	142512	
	I-151755	BEET JUICE FOR SALT	R	11/02/2022		5,741.05CR	142512	4,941.05
S19450	STREICHERS							
	I-1593761	PRACTICE AMMO	R	11/02/2022		743.31CR	142513	
	I-1594639	PRACTICE AMMO	R	11/02/2022		1,238.85CR	142513	1,982.16
T19150	T A SCHIFSKY & SONS INC							
	I-68391	ASPHALT FOR PATCHING	R	11/02/2022		2,160.00CR	142514	2,160.00
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5022147637	OCT 2022 COPIER LEASE	R	11/02/2022		111.01CR	142515	
	I-5022147639	OCT 2022 COPIER LEASE	R	11/02/2022		156.01CR	142515	
	I-5022147640	OCT 2022 COPIER LEASE	R	11/02/2022		256.57CR	142515	523.59
T20117	TAYLOR PRINT IMPRESSIONS							
	I-6925772	BUSINESS CARDS	R	11/02/2022		64.42CR	142516	
	I-6936295	BUSINESS CARDS	R	11/02/2022		74.78CR	142516	139.20
T20126	TENNIS SANITATION LLC							
	I-3418941	SEPT 2022 SOLID WASTE	R	11/02/2022		48,504.05CR	142517	
	I-3418979	SEPT 2022 - 2538 SEPPALA	R	11/02/2022		273.00CR	142517	
	I-3418981	SEPT 2022 - 2290 1ST ST N	R	11/02/2022		91.00CR	142517	
	I-3418982	SEPT 2022 - 2400 MARGARET ST	R	11/02/2022		91.00CR	142517	48,959.05

PACKET: 05514 Regular Payments

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
T20191	TIMESAVER OFF SITE	SECRETARIAL INC.						
	I-M27691	SEPT/OCT 2022 MEETINGS	R	11/02/2022		916.00CR	142518	916.00
T20192	T-MOBILE							
	I-202210258549	PHONE/INTERNET 9/11-10/10/22	R	11/02/2022		436.82CR	142519	436.82
T20285	TRI STATE BOBCAT INC							
	I-A09717	528 TIRES	R	11/02/2022		1,012.00CR	142520	
	I-A09825	528 TIRE WORK	R	11/02/2022		160.00CR	142520	
	I-A09921	740 STEERING VALVE	R	11/02/2022		536.54CR	142520	1,708.54
W23500	WSB & ASSOCIATES INC							
	I-R-010782-000-12	AUG 2022 WHPP IMPLEMENTATION	R	11/02/2022		536.25CR	142521	
	I-R-013417-000-26	AUG 2022 MS4 SERVICES	R	11/02/2022		1,359.25CR	142521	
	I-R-018602-000-8	AUG 2022 GEN PLANNING SERV	R	11/02/2022		4,930.00CR	142521	
	I-R-018968-000-11	AUG 2022 FINAL PLANS	R	11/02/2022		2,148.75CR	142521	
	I-R-018973-000-10	AUG 2022 ANCHOR BLOCK BMPS	R	11/02/2022		9,151.25CR	142521	
	I-R-019086-000-11	AUG 2022 ARIEL ST IMPROVEMENTS	R	11/02/2022		36,337.50CR	142521	
	I-R-019233-000-7	AUG 2022 WATER GENERAL	R	11/02/2022		657.50CR	142521	
	I-R-019234-000-7	AUG 2022 SANITARY SEWER	R	11/02/2022		447.50CR	142521	
	I-R-019235-000-8	AUG 2022 SURFACE WATER	R	11/02/2022		1,554.25CR	142521	
	I-R-019236-000-8	AUG 2022 STREETS	R	11/02/2022		1,587.00CR	142521	
	I-R-019238-000-7	AUG 2022 GEN COMM SERV	R	11/02/2022		145.00CR	142521	
	I-R-020096-000-6	AUG 2022 FINAL DESIGN	R	11/02/2022		13,402.75CR	142521	
	I-R-020321-000-5	AUG 2022 SUIP CONSTRCT SERV	R	11/02/2022		4,123.75CR	142521	
	I-R-020942-000-2	AUG 2022 STORMWATER ANALYSIS	R	11/02/2022		2,232.00CR	142521	
	I-R-020955-000-2	AUG 2022 CRACK SEALING PRJCT	R	11/02/2022		3,837.00CR	142521	
	I-R-020984-000-1	AUG 2022 SERVICES	R	11/02/2022		4,000.00CR	142521	
	I-R-021020-000-2	AUG 2022 LILLIE BLDG PUD	R	11/02/2022		11,693.75CR	142521	
	I-R-021201-000-1	AUG 2022 HAUSE PARK COURTS	R	11/02/2022		1,288.00CR	142521	99,431.50
*VOID*	VOID CHECK		V	11/02/2022			142522	**VOID**
X14164	XCEL ENERGY							
	I-0487389767	NAT GAS PW BLDG 8/16-9/15/22	R	11/02/2022		599.04CR	142523	
	I-0487722226	NAT GAS PW BLDG 9/7-10/16/22	R	11/02/2022		1,187.14CR	142523	
	I-0487842546	NAT GAS COM CTR 9/15-10/16	R	11/02/2022		1,530.35CR	142523	3,316.53

PACKET: 05514 Regular Payments

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
M13248	MN DEPT OF REVENUE							
	I-202210248546	SEPT 2022 SALES & USE TAX	D	9/30/2022		77,970.00CR	001618	77,970.00
M13237	MN DEPT OF LABOR & INDUSTRY							
	I-202210248544	Q3 2022 BLDG PERM SURCHARG	D	10/19/2022		8,147.36CR	001617	8,147.36
T20192	T-MOBILE							
	I-202210248541	PHONE SERVICE 9/11-10/10/22	D	11/03/2022		976.25CR	001620	976.25
N14207	CITY OF NORTH ST PAUL							
	I-202210248542	USAGE FOR SEPT 2022	D	11/05/2022		19,695.28CR	001619	19,695.28

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	65	0.00	340,958.24	340,958.24
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	106,788.89	106,788.89
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	70	0.00	447,747.13	447,747.13

TOTAL ERRORS: 0 TOTAL WARNINGS: 0



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.D**

Consent Agenda

**Subject**

HRA Claims \$18,076.05

**Background/Facts**

**Recommended Action**

**Attachments**

1. 11-01-2022 HRA AP COUNCIL PACKET

Respectfully submitted,  
Jacquelyn Lutmer, Finance Coordinator



**NORTH  
ST. PAUL**  
*extraordinary.*

## MEMORANDUM

TO: HRA Chairman and Commissioners  
FROM: Jacquelyn Lutmer - Finance Coordinator  
DATE: November 1, 2022  
SUBJECT: Recommendation of approval of HRA claims list.

### Claim Date

11/2/2022 A/P Check Register	142524-142525	\$	17,966.99
11/2/2022 A/P Draft Register	001621	\$	109.06
	Total		<u>\$18,076.05</u>

Approved this 1st day of November 2022

/s/ Terrence J. Furlong, Mayor by Consent Resolution

/s/ Brian Frandle, City Manager/Clerk by Consent Resolution

PACKET: 05515 HRA

VENDOR SET: 01

\*\*\*\* CHECK LISTING \*\*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M13110	MENARDS-OAKDALE							
	I-51346	SUPPLIES FOR STUDENT BUILD	R	11/02/2022		129.91CR	142524	
	I-52046	STUDENT BUILD	R	11/02/2022		137.08CR	142524	266.99
M13289	MIDSTATE EXCAVATING							
	I-22-323	2170 ELDRIDGE DEMO	R	11/02/2022		17,700.00CR	142525	17,700.00

PACKET: 05515 HRA

VENDOR SET: 01

\*\*\* DRAFT/OTHER LISTING \*\*\*

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
N14207	CITY OF NORTH ST PAUL							
	I-202210248543	USAGE FOR SEPT 2022	D	11/05/2022		109.06	CR 001621	109.06

\* \* T O T A L S \* \*

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	17,966.99	17,966.99
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	109.06	109.06
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	3	0.00	18,076.05	18,076.05

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.E**

Consent Agenda

**Subject**

An Ordinance Amending Title XIII, Chapter 130, Pertaining to Catalytic Converters

**Background/Facts**

Throughout the Twin City Metropolitan area communities have experienced an increase in the number of catalytic converters in the recent months and years. The proposed ordinance would provide law enforcement an important tool in our efforts to curb the number of catalytic converters stolen within our community. Currently, it is not a crime to possess detached catalytic converters, which makes the law enforcement task of proving that one or more catalytic converters in someone's possession were illegally stolen, nearly impossible.

In 2021, North St. Paul Officers responded to 90 incidents of theft of motor vehicle parts and accessories. In 2022, from January 1 to October 19, North St. Paul Police Officers have responded to 74 victim reports of thefts of motor vehicle parts and accessories (catalytic converter theft is classified under this title in the BCA reporting statistics).

Staff has conducted research on potential ordinances that would protect the property of residents as well as balance the legitimate business practices of repair shops and salvage yards. Additionally, all automobile repair shops in North St. Paul have been contacted and were provided with the attached ordinance pertaining to catalytic converters. The North St. Paul automobile repair shops have all responded with no concerns about the language of the proposed ordinance and also provided a confirmation of their support and appreciation for this ordinance.

City Attorney Soren Mattick has reviewed the ordinance language.

**Recommended Action**

Staff recommends passing Ordinance No.810 Pertaining to Catalytic Converters in the City of North St. Paul.

**Attachments**

1. Ord 810 Title\_XIII\_Chapter\_130\_Catalytic\_Converter\_Theft

Respectfully submitted,  
Phil Baebenroth, Police Chief

**CITY OF NORTH ST. PAUL, RAMSEY COUNTY, MINNESOTA**

**ORDINANCE NO. 810**

**AN ORDINANCE AMENDING TITLE XIII, CHAPTER 130,  
PERTAINING TO CATALYTIC CONVERTERS**

THE CITY COUNCIL OF NORTH ST. PAUL, RAMSEY COUNTY, MINNESOTA,  
ORDAINS:

**SECTION 1.** Title XIII, Chapter 130 of the North St. Paul City Code is hereby amended to add the following section:

**§ 130.23. CATALYTIC CONVERTERS**

- (A) *Sale of Catalytic Converters.* No person or business may sell a used catalytic converter that is not attached to a vehicle. This section does not apply to a bona fide automobile repair garage; or used auto parts dealer; whose license permits the installation, replacement, maintenance, or removal of catalytic converters. The purchase of any catalytic converter must meet the recording requirements laid out in Minn. Stat. § 325E.21, Subd. 1(b).
- (B) *Purchase of Catalytic Converters.* No person or business may purchase a used catalytic converter that is not attached to a vehicle unless the seller is a licensed business, whose license permits the installation, replacement, maintenance, or removal of catalytic converters.
- (C) *Possession of Catalytic Converters.* No person shall be in possession of a catalytic converter that is not attached to a motor vehicle unless the individual can provide verification of legal receipt of the catalytic converter or proof of compliance with the recording requirements laid out in Minn. Stat. § 325E.21, Subd. 1(b).
- (D) *Penalty.* Violation of this Section is a misdemeanor. Nothing in this Section shall be construed to limit the city's other available legal remedies for any violation of law, including without limitation, criminal, civil, and injunctive actions.

**SECTION 2.** This Ordinance shall become effective immediately upon its passage and publication according to law.

**ADOPTED** this 1<sup>st</sup> day of November, 2022, by the City Council of the City of North St. Paul, Minnesota.

Motion by Council Member Thorsen  
Second by Council Member Petersen

Voting:   Aye:  
          Nay:  
          Abstain:  
          Absent:

\_\_\_\_\_  
Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager/ Clerk



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.F**

Consent Agenda

**Subject**

To approve a proposed two-lot subdivision of 2170 Eldridge Avenue North.

**Background/Facts**

The City of North St. Paul Housing and Redevelopment Authority is tasked with purchasing vacant, blighted, and substandard homes for redevelopment. In June 2022, the HRA entered into a purchase agreement to acquire 2170 Eldridge Avenue to demolish the existing substandard home and replace it with two newly constructed single family homes. The homes are planned to be built by Century College through its Student Built Housing Program which will minimize construction labor costs and potentially result in in-kind donations or discounted construction materials. In order for two principal buildings to be constructed on the site, the lot will need to be subdivided. The City has thus engaged a surveyor to prepare the enclosed minor subdivision plat. The enclosed plat has been reviewed by planning and engineering staff and the Planning Commission held a public hearing on October 6, 2022. Following the public hearing, the Planning Commission recommended City Council approval of the proposed minor subdivision.

**Recommended Action**

Approval of a minor subdivision plat of 2170 E. Eldridge Avenue

**Attachments**

1. City Council staff report for 2170 Eldridge Ave minor subdivision
2. 2170 Eldridge Ave Minor Subdivision
3. Res 2022-xxx To Approve a Minor Subdivision Plat

Respectfully submitted,  
Brandy Howe, Planner

# Memorandum



**To:** North St. Paul City Council  
**From:** Brandy Howe, City Planner  
**Date:** October 18, 2022  
**Requests:** 2170 Eldridge Avenue Minor Subdivision Plat

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## RECOMMENDATION

Staff recommends approval of the proposed minor subdivision plat with the conditions listed in the enclosed draft resolution.

## PROPOSED ACTION

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_ TO APPROVE A MINOR SUBDIVISION PLAT OF 2170 E. ELDRIDGE AVENUE SUBJECT TO THE CONDITIONS IN THE DRAFT RESOLUTION.

## GENERAL INFORMATION

Applicant: City of North St. Paul  
Subject Property: 2170 Eldridge Avenue

Zoning District: R-1 Single Family Residential  
2040 Comprehensive Plan: Low Density Residential

Application Date: September 8, 2022  
60 Days: November 7, 2022

Notice: Notice of the October 18, 2022, City Council public hearing for this request was published in the Star Tribune and mailed to owners within 350 feet of the subject property.

## PROJECT OVERVIEW

The City of North St. Paul Housing and Redevelopment Authority is tasked with purchasing vacant, blighted, and substandard homes for redevelopment. In June 2022, the HRA entered into a purchase agreement to acquire 2170 Eldridge Avenue to demolish the existing substandard home and replace it with two newly constructed single family homes. The homes are planned to be built by Century College through its Student Built Housing Program which will minimize construction labor costs and potentially result in in-kind donations or discounted construction materials. In order for two principal buildings to be constructed on the site, the lot will need to be subdivided. The City has thus engaged a surveyor to prepare the enclosed minor subdivision plat.

## ZONING COMPLIANCE

The subject site is zoned R-1 Single Family Residential. The purpose of this district is to allow, preserve and protect areas of lower-density residential and development consistent with the Comprehensive Plan. Staff evaluated the proposal against the R-1 zoning standards and determined that both parcels meet the dimensional standards for the R-1 zoning district.

	District Standard	Parcel A	Parcel B
Minimum lot area	6,250 SF	7,416 SF	7,419 SF
Minimum lot width	50 feet	60 feet	60 feet

A lot survey will be required at the time of building permit application for each of the proposed new houses. The lot surveys will include grading, hardcover calculations, low floor and low opening elevations,

proposed utility connections, and erosion control protection and will be reviewed by the City Planner and City Engineer as well as MNSPECT prior to permit issuance.

### **PLAT AND SUBDIVISION COMPLIANCE**

Section 153.20(B) of the subdivision ordinance exempts plats containing less than four lots from the preliminary platting requirements. As such, this plat will be processed as a minor subdivision. In the absence of specific procedural requirements in the subdivision ordinance, the process established for minor subdivision review mirrors the platting process, which is review and recommendation by the Planning Commission then a public hearing and action by the City Council. The remainder of this section will evaluate the plat minor subdivision against standards and design criteria of the subdivision ordinance.

#### **1. Lot Size**

§153.33 subdivision ordinance requires that the subdivisions meet the minimum lot area requirements of city code. As demonstrated above, the proposed lot split meets the R-1 district standards.

#### **2. Sewer and Water Services**

§153.34 requires that new lots be connected to City water and sewer services and stormwater disposal. An 8" sanitary main and a 6" water main are located in Eldridge Avenue. Both are adequate to serve two additional single family homes. Each parcel will be required to have separate and individual sanitary sewer and water services with shut off to the main sewer and water lines in the street, meeting city standards and specifications, without crossing of parcel lines by the services, as a condition of building permit. The City Engineer reviewed the plat for grading and drainage and found it to be acceptable.

#### **3. Parkland Dedication**

§153.05(C) requires land dedication for parks and open space in an amount equal to the development's proportional share of the city park system. Subsection (D) provides the city with the option of collecting cash in lieu of land dedication at a rate set by the city fee schedule. The 2022 fee schedule sets the residential park dedication fee at \$900 per lot. Because the subject property has been previously developed as a single family lot, and the proposed subdivision will result in one new lot, staff recommends collection of \$900 or a set aside in the City's park improvement fund of the same amount.

#### **4. Streets and Sidewalks**

§153.32 of the subdivision ordinance pertains to streets; no new streets are proposed. Each parcel will be required to have a curb cut and driveway apron as a condition of building permit issuance. §153.05(H) requires the property owner or developer to construct sidewalk per the Comprehensive Pedestrian, Bike and Trails Map in the Comprehensive Plan. There is no sidewalk or trail planned along Eldridge Avenue or in the vicinity of the proposed lot split; thus, none is required as part of this subdivision.

### **COMPREHENSIVE PLAN COMPLIANCE**

Per §462.356, MN Statute, the Planning Commission reviewed the proposed land purchase at a special meeting on June 28, 2022. At that time the Planning Commission determined that the land purchase would require a lot split, and the proposed new home construction would help to advance the Comprehensive Plan housing goal of "enhancing neighborhood value with quality housing options and types at all price points." It was further acknowledged that the new homes to be built would enhance the value of the neighborhood.

The Planning Commission reviewed the enclosed minor subdivision plat at the October 6, 2022, meeting and recommended Council approval with the conditions as listed below and in the draft resolution.

## **RECOMMENDATION**

Staff recommends approval of the proposed minor subdivision plat with the following conditions, as listed in the enclosed draft resolution.

### Conditions of Approval:

1. Collection of a park land dedication at a rate of \$900 per new lot created (total of \$900) as indicated in the 2022 fee schedule. Per §153.05(F)(2), cash payments shall be collected prior to the city issuing building permit(s), or, if payment is to be made by the City, a fund transfer to the City's park improvement fund.
2. The lot survey shall be revised to show permanent perimeter drainage and utility easements at a width of 5 feet around both Parcel A and Parcel B lots.
3. The surveyor should provide to the city legal descriptions for these easements for both parcel
4. The City Attorney shall prepare easement dedication documents using the aforementioned legal descriptions for permanent drainage and utility easements.
5. The city attorney shall record the drainage and utility easement dedications for both Parcel A and Parcel B with Ramsey County at the same time the lot split is recorded.
6. Each parcel will be required to have a curb cut and driveway apron, with full restoration of the roadway and curb line as necessary to city standards and meeting all zoning setbacks for driveways as required, as a condition of building permit issuance.
7. Each parcel will be required to have separate and individual sanitary sewer and water services with shut off to the main sewer and water lines in the street, meeting city standards and specifications, without crossing of parcel lines by the services, as a condition of building permit.
8. A lot survey for each Parcel for the proposed homes, including lot grading, hardcover calculations, low floor and low opening elevations, proposed utility connections, and erosion control protection, at time of building permit application for City Engineer review and approval, as a condition of building permit issuance.

## **EXHIBITS**

1. Minor subdivision plat of 2170 Eldridge Avenue E.
2. Draft resolution to approve the minor subdivision plat of 2170 Eldridge Avenue E.

# MINOR SUBDIVISION

~for~ THE CITY OF NORTH ST. PAUL  
 ~of~ 2170 ELDRIDGE AVENUE E.,  
 NORTH ST. PAUL, MINNESOTA

## EXISTING PARCEL DESCRIPTION

(Per Quit Claim Deed, filed August 15, 2022, as Document No. A04959822)

Lots 8, 9, and 10, Block 13, Fifth Addition to North St. Paul, Ramsey County, Minnesota.

## PROPOSED PARCEL A DESCRIPTION

Lot 10 and the West Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota.

## PROPOSED PARCEL B DESCRIPTION

Lot 8 and the East Half of Lot 9, Block 13, FIFTH ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota.

## NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 8/22/22.
- Bearings shown are on Ramsey County Coordinate System.
- Parcel ID Number: 142922110047.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

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

  
 JASON E. RUD

Date: 8/30/22 License No. 41578

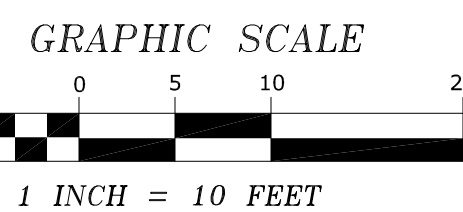
## LEGEND

- DENOTES IRON MONUMENT FOUND, AS NOTED
- CS DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES CURB STOP
- DENOTES ELECTRICAL BOX
- x 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES GAS METER
- DENOTES GUY WIRE
- DENOTES MISC. POST
- DENOTES POWER POLE
- DENOTES FENCE
- DENOTES RETAINING WALL, AS NOTED
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES OVERHEAD UTILITY
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVER SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)

## TREE DETAIL

- DENOTES ELEVATION
- DENOTES TREE QUANTITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

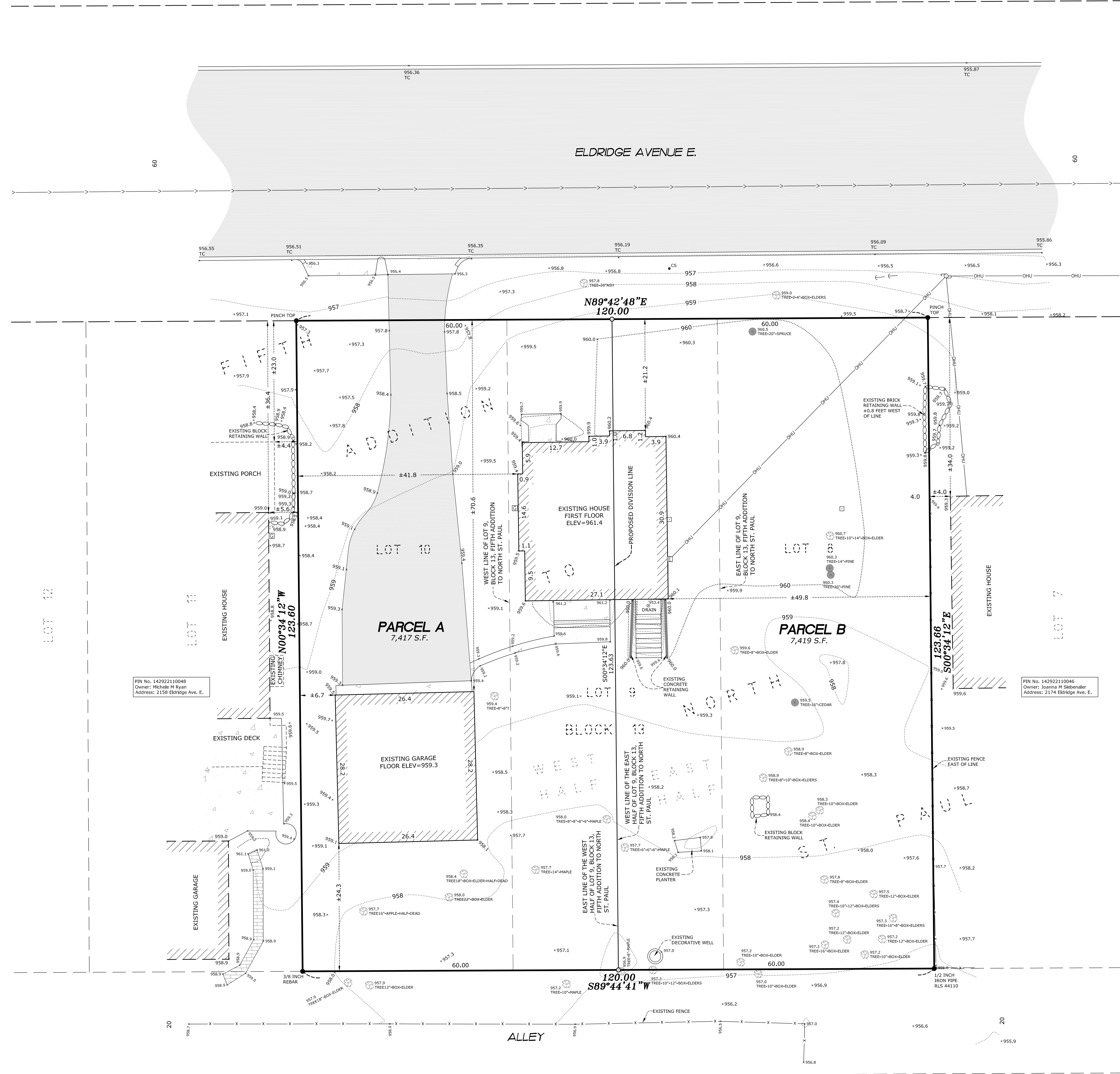
NORTH



## BENCHMARK

MNDOT STATE NAME: 6211P  
 ELEVATION = 936.24 FEET (NAVD 88)

DRAWN BY: KCM	JOB NO: 220935BT	DATE: 8/24/22	
CHECK BY: JER	FIELD CREW: JH/JR		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY



 **E. G. RUD & SONS, INC.**  
 EST. 1971 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 110  
 Lino Lakes, MN 55014  
 Tel. (651) 361-8200 Fax (651) 361-8701

CITY OF NORTH ST. PAUL

**RESOLUTION NO. 2022-xxx**

**RESOLUTION TO APPROVE A MINOR SUBDIVISION PLAT  
AT 2170 ELDRIDGE AVENUE**

**WHEREAS**, the City of North St. Paul Housing and Redevelopment Authority is tasked with purchasing vacant and/or blighted and/or substandard homes for redevelopment; and

**WHEREAS**, in June 2022, the HRA entered into a purchase agreement to acquire 2170 Eldridge Avenue to demolish the existing home that was deemed to be in substandard condition and replace it with two newly constructed single family homes planned to be built by Century College through its Student Built Housing Program; and

**WHEREAS**, in order for two principal buildings to be constructed on the site, the lot must be subdivided and thus the City submitted an application to the Planning Commission for review of a minor subdivision; and

**WHEREAS**, the Planning Commission reviewed the minor subdivision and held a public hearing thereon at its meeting of October 6, 2022; and

**WHEREAS**, the City Council reviewed the preliminary plat and held a public hearing thereon at its regular meeting of October 18, 2022;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL**, the minor subdivision of 2170 Eldridge Avenue is hereby approved with the following conditions:

1. Collection of a park land dedication at a rate of \$900 per new lot created (total of \$900) as indicated in the 2022 fee schedule. Per §153.05(F)(2), cash payments shall be collected prior to the city issuing building permit(s), or, if payment is to be made by the City, a fund transfer to the City's park improvement fund.
2. The lot survey shall be revised to show permanent perimeter drainage and utility easements at a width of 5 feet around both Parcel A and Parcel B lots.
3. The surveyor should provide to the city legal descriptions for these easements for both parcel
4. The City Attorney shall prepare easement dedication documents using the aforementioned legal descriptions for permanent drainage and utility easements.
5. The city attorney shall record the drainage and utility easement dedications for both Parcel A and Parcel B with Ramsey County at the same time the lot split is recorded.
6. Each parcel will be required to have a curb cut and driveway apron, with full restoration of the roadway and curb line as necessary to city standards and meeting all zoning setbacks for driveways as required, as a condition of building permit issuance.
7. Each parcel will be required to have separate and individual sanitary sewer and water services with shut off to the main sewer and water lines in the street, meeting city standards and specifications, without crossing of parcel lines by the services, as a condition of building permit.

8. A lot survey for each Parcel for the proposed homes, including lot grading, hardcover calculations, low floor and low opening elevations, proposed utility connections, and erosion control protection, at time of building permit application for City Engineer review and approval, as a condition of building permit issuance.

**ADOPTED** this 18<sup>th</sup> day of October 2022.

Motion by  
Second by

Voting:      Aye:  
                  Nay:  
                  Abstain:  
                  Absent:

---

Terrence J. Furlong, Mayor

Attest:

---

Brian Frandle, City Manager/ Clerk



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.G**

Consent Agenda

**Subject**

Approve Tobacco License

**Background/Facts**

The following business has submitted an application and paid the fee for a Cigarette & Tobacco License from July 1, 2022 through June 30, 2023:

- Nickys Ecig and Tobacco - 2424 Margaret St N

**Recommended Action**

Approve the above listed tobacco license current through June 30, 2023.

**Attachments**

None

Respectfully submitted,  
Jennie Kloos, Assistant to City Manager/ Human Resources Manager



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.H**

Consent Agenda

**Subject**

Application for a Charitable Gambling Permit to conduct Excluded Bingo by the Knights of Columbus Council 4967, for November 19, 2022.

**Background/Facts**

- Event to be held on Saturday, November 19, 2022 in O'Reilley Hall at the Church of St. Peter
- Event to include charitable gambling.
- Knights of Columbus Council #4967, applying as a Fraternal Organization, has previously been granted Charitable Gambling Permits.

**Recommended Action**

Approve Resolution for a Charitable Gambling Permit to conduct Excluded Bingo by the Knights of Columbus Council 4967 to be held on Saturday, November 19, 2022.

**Attachments**

1. Res 2022-xxx MN\_Gambling\_Knights\_4967\_

Respectfully submitted,  
Jennie Kloos, Assistant to City Manager/ Human Resources Manager

CITY OF NORTH ST. PAUL

**RESOLUTION NO. 2022-xxx**

**RESOLUTION APPROVING MINNESOTA LAWFUL  
GAMBLING APPLICATION TO CONDUCT EXCLUDED BINGO  
FOR KNIGHTS OF COLUMBUS COUNCIL #4967**

**WHEREAS**, James A. Selchow, on behalf of Knights of Columbus Council #4967, has submitted an application to conduct Minnesota Lawful Gambling event in the City of North St. Paul; and

**WHEREAS**, the event will include a lawful form of gambling to take place on Saturday, November 19<sup>th</sup>, 2022 at the Church of St. Peter, 2600 N Margaret St N., North St. Paul; and

**WHEREAS**, Knights of Columbus Council #4967, is a non-profit fraternal organization; and

**WHEREAS**, Knights of Columbus Council #4967, has previously been granted Lawful Gambling Permits; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA**, that said application is hereby approved for Knights of Columbus Council #4967, to conduct a lawful charitable gambling event, at the Church of St. Peter, 2600 N. Margaret Street, Saturday, November 19<sup>th</sup>, 2022; and

**BE IT FURTHER RESOLVED**, the City sixty-day and State thirty-day waiting periods are hereby waived.

**ADOPTED** this 1st day of November 2022.

Motion by Council Member  
Second by Council Member

Voting: Aye:  
Nay:  
Absent:  
Abstain:

\_\_\_\_\_  
Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager/Clerk



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.I**

Consent Agenda

**Subject**

Application for a Temporary On-Sale Liquor License AND and Application for a Charitable Gambling for Exempt Permit for the North Star Scouting Memorabilia, Inc.

**Background/Facts**

- Event to be held at 2640 7th Avenue East on Saturday, November 12, 2022.
- North Star Scouting Memorabilia, Inc. plans to host the North Star Derby Night, raising funds for the North Star Museum.
- All appropriate paperwork has been submitted.

**Recommended Action**

It is recommended the City Council approve Resolution No. 2022-xxx Approving a Lawful Gambling Permit and a Temporary On-Sale Liquor License for the North Star Scouting Memorabilia, Inc.

**Attachments**

1. Res 2022-xxx Temp\_Liquor\_and\_Gambling\_North Star Scouting Memorabilia, Inc.

Respectfully submitted,

Jennie Kloos, Assistant to City Manager/ Human Resources Manager

CITY OF NORTH ST. PAUL

**RESOLUTION NO. 2022-xxx**

**RESOLUTION APPROVING A LAWFUL GAMBLING PERMIT AND A  
TEMPORARY ON-SALE LIQUOR LICENSE FOR THE NORTH STAR  
SCOUTING MEMORABILIA, INC. ON NOVEMBER 12, 2022**

**WHEREAS**, the North Star Scouting Memorabilia, Inc. has submitted a Lawful Gambling Application for Exempt Permit, and an Application and Permit for a Temporary On-Sale Liquor License for use on their premises at 2640 7<sup>th</sup> Avenue East, North St. Paul, Minnesota; and

**WHEREAS**, the North Star Scouting Memorabilia, Inc. plans to host the North Star Derby Night to raise funds for the North Star Museum on Saturday, November 12, 2022; and

**WHEREAS**, the North Star Scouting Memorabilia, Inc. has provided proof of liability insurance; and

**WHEREAS**, the North Star Scouting Memorabilia, Inc. has been previously granted Exempt Permits and Temporary On-Sale Liquor Licenses.

**NOW THEREFORE BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said applications are hereby approved for the North Star Scouting Memorabilia, Inc. to conduct lawful gambling and for a Temporary On-Sale Liquor License, at 2640 7<sup>th</sup> Avenue East, for use on Saturday, November 12, 2022.

**ADOPTED** this 1<sup>st</sup> day of November, 2022.

Motion by Council Member  
Second by Council Member

Voting: Aye:  
Nays:  
Absent:  
Abstain:

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Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager/ Clerk



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VI.J**

Consent Agenda

**Subject**

McKnight Road Watermain Improvements (CP 22-04) - Authorize Advertisement for Bids

**Background/Facts**

- The proposed project locations for the McKnight Watermain Improvements are as follows:
  1. Area 1 – McKnight Road between 11<sup>th</sup> Avenue to 17<sup>th</sup> Avenue
  2. Area 2 – McKnight Road between 17<sup>th</sup> Avenue to Beam Avenue
  3. Area 3 – McKnight Road Between Beam Avenue to County Road D
- A Project Location Map is attached illustrating the proposed project areas.
- The proposed project improvements include watermain, hydrants, valves, services, and appurtenant work.
- Ramsey County has proposed to overlay McKnight Road in 2024 or 2025, and the intent of the project is to address areas of aged watermain, approximately 80 years old, and cast iron pipe that is prone to breaks at that age, prior to the roadway overlay work by Ramsey County. Several watermain breaks have occurred and have needed to be repaired by Public Works, which tend to be more expensive repairs than typical watermain breaks on city streets due to the thicker pavement and pavement patching and restoration requirements on North St. Paul by Ramsey County as the owner and local road authority for McKnight Road.
- The City Council authorized by resolution the preparation of plans and specifications at the September 21, 2021, regular Council meeting.
- The anticipated total project cost is estimated to be \$4,514,000, which includes construction contingency, legal, engineering, administrative, and finance costs. The project cost breakdown for each area is shown below:
  1. Area 1 – \$1,208,300
  2. Area 2 – \$1,931,100
  3. Area 3 – \$1,374,600
- Each of these areas will be bid as alternates, which will allow for the City Council flexibility to award contracts for improvements within budgets should there be continued volatility in the construction market. Additional bids will be solicited for alternative trenchless watermain lining methods in these same

areas, which is expected to potentially provide options for more savings either alone or in combination with more traditional methods of watermain replacement, as an alternative value engineering effort for Council consideration.

- This most recent engineer's estimate is comparable to the Capital Improvement Plan project estimate prepared in September 2021, of \$1,228,000 for Area 1.
- If authorized, it is anticipated that bids will be received in December 2022 or early January 2023, with a contract anticipated to be presented to the Council for consideration of award in February 2023. Construction is anticipated to start in May 2023 at the earliest if the project is authorized.
- A resolution is attached for Council consideration, authorizing staff to advertise for bids for the McKnight Watermain Improvements (City Project No. 22-04).

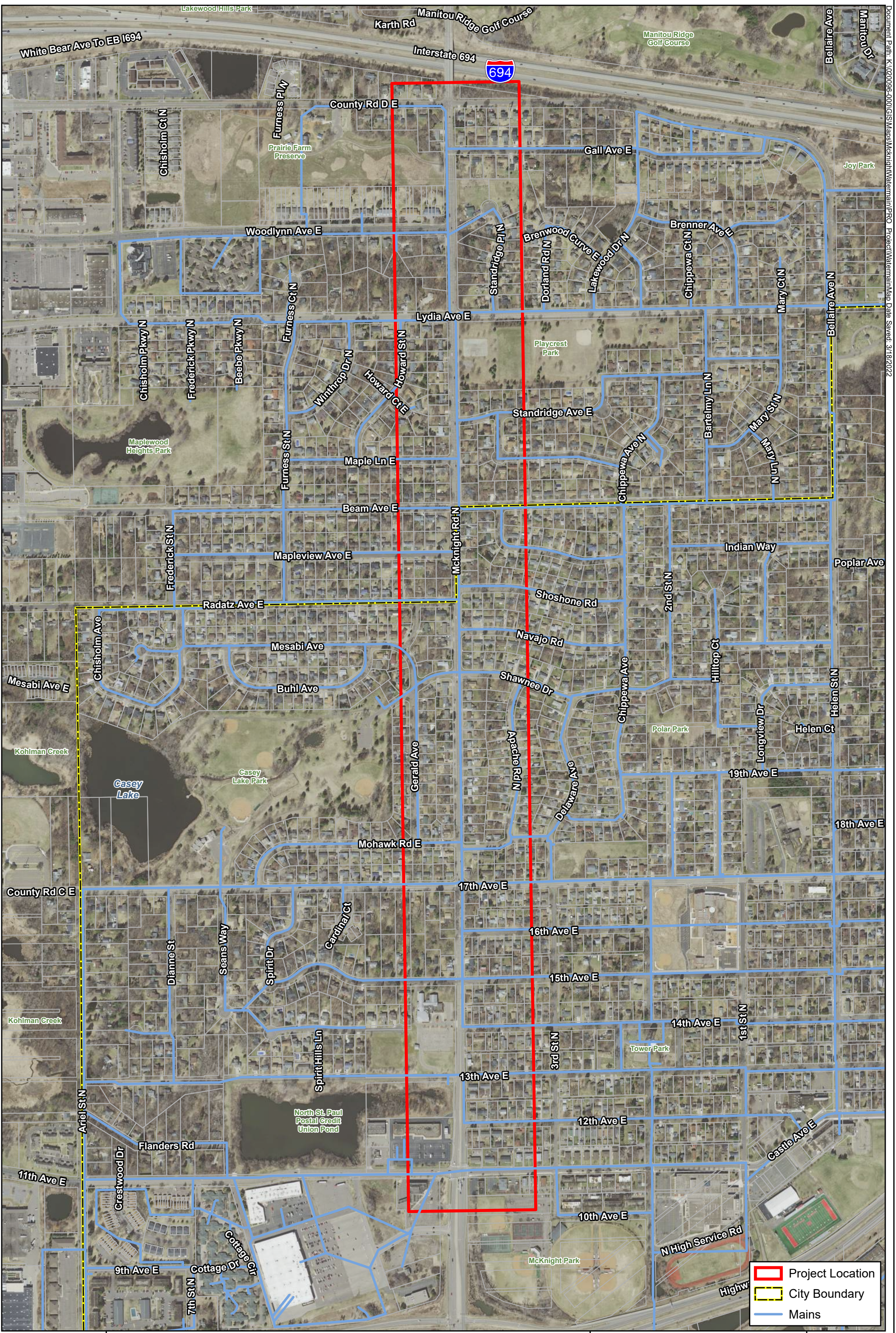
### Recommended Action

It is recommended the City Council authorize by resolution, approving plans and specifications and ordering the advertisement for bids for the McKnight Watermain Improvements (City Project No. 22-04).

### Attachments

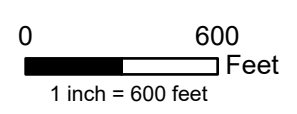
1. WatermainMap
2. 11-1-22\_Res 2022-xxx\_AuthAFB
3. 05\_AFB\_vBID

Respectfully submitted,  
Morgan Dawley, City Engineer



### Project Location

McKnight Road Watermain  
North St. Paul, MN



**CITY OF NORTH ST. PAUL  
RESOLUTION NO. 2022-xxx**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND  
ORDERING THE ADVERTISEMENT FOR BIDS FOR THE  
MCKNIGHT WATERMAIN IMPROVEMENTS (CITY PROJECT NO. 22-04)**

**WHEREAS, THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA** (“Council”) was presented the 2023 Capital Improvement Project by the City Engineer at the City Council Meeting on November 1, 2022, regarding the McKnight Watermain Improvements (City Project No. 22-04); and

**WHEREAS**, the McKnight Watermain Improvements project location is along McKnight Road from 11<sup>th</sup> Avenue to County Road D; and

**WHEREAS**, the Project improvements shall include watermain, hydrants, gate valves, services, and appurtenant work; and

**WHEREAS**, the Council directed the development of Plans and Specifications for the Project per Resolution No. 2021-091; and

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA:**

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. An advertisement for bids shall be prepared and published in the official paper that specifies the work to be done and that all bids will be received by the City Engineer and presented to the City Council for consideration at a February 2023 City Council meeting.
3. No bids will be considered unless sealed and filed with Morgan Dawley, City Engineer, WSB & Associates, and accompanied by the required cash deposit, cashier’s check, bid bond or certified check payable to the City of North St. Paul for five (5) percent of the amount of the bid.

**ADOPTED** this 1<sup>st</sup> day of November, 2022.

Motion by Council Member  
Second by Council Member

Voting: Ayes:  
Nays:  
Abstain:  
Absent:

\_\_\_\_\_  
Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager/Clerk

# ADVERTISEMENT FOR BIDS

## MCKNIGHT WATERMAIN IMPROVEMENTS BID PACKAGE NO. 1

### CITY PROJECT NO. 22-04

### FOR THE CITY OF NORTH ST. PAUL RAMSEY COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that Bids for the construction of the McKnight Watermain Improvements Bid Package No. 1 will be received online through QuestCDN vBid™ until Thursday, December 15, at 2:00 p.m. local time. Immediately following expiration of the time for receiving bids, representatives of the City of North St. Paul will publicly view Bids at an online Bid opening meeting. Those interested in viewing the online Bid opening are welcome to join the meeting by logging on to <https://zoom.us/join> or calling 1.312.626.6799 and entering Meeting ID 992 3693 1006 and Passcode 926546. The as-read online Bid results will be available at [www.questcdn.com](http://www.questcdn.com) following the Bid opening.

The Project includes the furnishing of all labor and materials for the construction complete in-place, of the following approximate quantities:

4,200	S Y	Remove Bituminous Pavement
2,500	L F	Remove and Replace Concrete Curb & Gutter
5,000	TON	Type SP 12.5 Wearing Course Mix (3,C)
6,900	L F	8" Watermain HDPE (Directional Drilled)
75	EACH	6" – 10" Gate Valves
22	EACH	Hydrant
90	EACH	1" Curb Stop & Box
2,800	L F	1" HDPE Water Service Pipe (Directional Drilled)
1	LS	Pavement Marking
1	LS	Erosion Control & Restoration

The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this contract. All bidders and persons or companies providing a response/submission to the Advertisement for Bids of the City of North St. Paul shall comply with the provisions of the statute.

Information and Bidding Documents for the Project can be found at [www.questcdn.com](http://www.questcdn.com). Bidding Documents may be downloaded from the website for a nonrefundable fee of \$45 by inputting Quest project #8327959 on the website's Project Search page.

The website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the website [www.questcdn.com](http://www.questcdn.com). Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from other sources.

Bids will only be accepted via the electronic bidding service through QuestCDN.

The City Council reserves the right to reject any and all Bids and to waive any Bids received without explanation. No Bid may be withdrawn for a period of 90 days.

For all further requirements regarding Bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

DATED: November 1, 2022

BY THE ORDER OF THE CITY COUNCIL

s/s Brian Frandle  
City Manager  
City of North St. Paul

PUBLISHED IN: Star Tribune  
Finance & Commerce

November 13, 2022 and November 20, 2022  
November 17, 2022 and November 24, 2022



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # VIII.A**

Public Hearings

**Subject**

Tax Increment Financing (Redevelopment) District No. 4-12 (Lillie Building Redevelopment Project)

**Background/Facts**

See attachments

**Recommended Action**

**Attachments**

1. City of North St. Paul CC Review of TIF Plan summary memo 110122
2. North St. Paul Final Draft TIF Plan with Substandard Bldg Report
3. Res 2022-xxx-North St. Paul Resolution Establishing TIF District No. 4-12 (Redevelopment)
4. 75035926-v5-North St. Paul TIF 4-12 Development Agreement (2515 NSP LLC)
5. Res 2022-xxx-North St. Paul TIF 4-12 Resolution Authorizing Execution a Development Agreement (2515 NSP LLC)

Respectfully submitted,

# Memorandum

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To: Honorable Members of the City Council of the City of North St. Paul  
Brian Frandle, City Manager, City of North St. Paul  
Daniel Winek, Finance Director, City of North St. Paul  
Craig Waldron, Consultant to the City

From: Mikaela Huot, Director

Date: November 1, 2022

Subject: Consideration by the City Council of the City of North St. Paul regarding the proposed Tax Increment Financing Plan for Tax Increment Financing (Redevelopment) District No. 4-12 (Lillie Building Redevelopment Project) and TIF Assistance Agreement between the City of North St. Paul and 2515 NSP, LLC

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## **Executive Summary**

The City of North St. Paul received a request for tax increment financing assistance from 2515 NSP, LLC (the developer) related to redevelopment of the former Lillie Building and surrounding properties. The developer is proposing acquisition, demolition, and subsequent construction of an approximate 82-unit multifamily apartment building consisting of studio and one- and two-bedroom floor plans with structured parking to be located on the Development Property. The developer has requested tax increment assistance through the establishment of a Redevelopment TIF District to assist with financing a portion of the extraordinary project costs related to acquisition and demolition of the existing blighted properties and additional site development, infrastructure and other redevelopment costs related to construction of the proposed new housing development.

Tax increment financing is a financing tool that City may use to assist with offsetting a portion of the extraordinary costs based on the incremental new taxes generated by the development. The TIF Plan for the proposed TIF District provides the City with the authority to use tax increments from the new project on eligible expenditures. The projected public costs as listed in the TIF Plan are based on projected available tax increment revenues generated over the maximum 26-year term of a redevelopment TIF district. The purpose of the TIF Plan including the budget for revenues and project costs, definition of TIF District boundaries and qualification as a redevelopment district is to provide authority for the City to use tax increments generated by the project on eligible project costs of the district. Tax increment revenues may be spent within the boundaries of the TIF District and Project Area (with some limitations) to support extraordinary costs associated with construction of the project.

Prior to establishing a tax increment financing district, there are findings that need to be made by the City that include: 1) determination that the project qualifies as a TIF district, 2) determination that the project as proposed would not proceed without public assistance (meeting the “but-for” test), and 3) the taxable value to be created on the site is greater with the use of tax increment financing than if no assistance were provided. When reviewing requests for financial assistance it is important to understand how the level of financial assistance would impact the ability of the project to proceed as proposed and maximize new value created on the current project site.

Multiple steps need to be taken prior to establishing a TIF District, including notifications to the County and School District, publication of a public hearing notice, and the holding of a public hearing. Notice was provided to the

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County Commissioner on October 21, draft TIF Plan and fiscal and economic impacts were sent to the County Auditor and School District Board Clerk on October 1, and publication of the hearing notice in the Star Tribune on October 21, as required by statute for a November 1, 2022 public hearing for the City Council to consider the TIF District and Plan.

The terms of financial assistance between the City and developer are within the TIF Assistance Agreement and have been determined based on financial need, feasibility, and capacity of the project and developer. The TIF Assistance Agreement is included in the packet of materials for your review and a summary of the terms are attached to this memorandum.

### **Process for TIF District Establishment**

A TIF District is established within a Project Area. The City is considering the establishment of a new Redevelopment TIF District to facilitate redevelopment of the substandard properties. A map showing the boundaries of the proposed Tax Increment Financing District No. 4-12 (Lillie Building Redevelopment Project) and Municipal Development District No. 4 (Project Area) is included as Exhibit I in the TIF Plan document. Pursuant to MN Statutes 469.175, Subd. 3, the City needs to make certain findings that include the following:

1. The TIF District qualifies as a redevelopment district;
2. The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future;
3. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the Project Area by private enterprise; and
4. The TIF Plan conforms to general plans for development of the City as a whole.

### **Action Item**

The City Council is being asked to hold the public hearing on Tuesday, November 1, 2022. The public hearing date is the time in which City Council would take any public comment, and after the hearing, consider the adoption of a resolution approving the TIF District. The City Council is also being asked to consider approval of the TIF Assistance Agreement between the City and developer.

### **Project Summary and Qualifications**

The City of North St. Paul received an application from 2515 NSP, LLC for redevelopment of the project site and is proposing to construct an 82-unit residential apartment building with supporting parking. This action requires the establishment of a Tax Increment Financing Redevelopment District. Tax increment financing is a tool the City may consider using to support financial assistance for the project, subject to meeting the but-for test and need for public financial participation. Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

1. *parcels comprising at least 70% 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% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures.*
2. the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or
3. tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:
  - a. have or had a capacity of more than 1,000,000 gallons;
  - b. are located adjacent to rail facilities; and
  - c. have been removed or are unused, underused, inappropriately used, or infrequently used.

A blight inspection confirming qualification of the building as substandard for inclusion in a Tax Increment Financing District was completed by LHB dated August 2, 2022 and provides the basis for which a Redevelopment

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TIF District could be established. A final report has been prepared to retain on file in City offices for public inspection. The report contains the details of the findings summarized below regarding the project qualifications:

- The TIF District consists of four parcels that are occupied with 100 percent of the area of the proposed TIF District occupied (exceeding the 70 percent coverage test);
- 100 percent (3 of 3) of the buildings in the proposed District contain code deficiencies exceeding the 15 percent threshold;
- 100 percent of the buildings (3 of 3, which is greater than 50%) 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, exceeding the more than 50 percent substandard test; and
- The foregoing conditions are reasonably distributed throughout the geographic area of the proposed TIF District.

Thank you for the opportunity to be of assistance to the City of North St. Paul. Please contact me at 651-223-3036 or [mikaela.huot@bakertilly.com](mailto:mikaela.huot@bakertilly.com) with any questions or to discuss.

**2515 NSP LLC**  
**TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 4-12 (LILLIE BUILDING REDEVELOPMENT)**  
**CITY OF NORTH SAINT PAUL, MINNESOTA**

Term Sheet for Review and TIF Development Agreement  
**DRAFT DATED: SEPTEMBER 28, 2022**

I. Project Summary

- a. Redevelopment Project Summary
  - i. Developer: 2515 NSP LLC
  - ii. TIF District: Tax Increment Financing (Redevelopment) District No. 4-12 (Lillie Building Redevelopment)
  - iii. Property:
    - 1. Parcel ID: 122922420120
    - 2. Parcel ID: 122922420096
    - 3. Parcel ID: 122922420097
    - 4. Parcel ID: 122922420098
- b. Redevelopment of existing substandard buildings into approximate 82-unit apartment building consisting of studio, one- and two-bedroom floor plans
- c. Total development cost estimate: \$25,665,566
- d. Developer agrees to build the Project substantially in the form of the approved final development plan and estimated to cost \$25,665,566
  - i. Construction commences in early 2023 and completes in 2024
- e. Extraordinary costs
  - i. Site improvements include Acquisition, Demolition, Earthwork and Grading, Environmental Remediation, Landscaping, Parking Improvements, Public Improvements, Utilities and Other Redevelopment Costs
  - ii. Tax increment revenues generated from the Project pledged to Developer with total net present value (PV) maximum of \$5,300,000 Principal amount with 4.25% interest rate over 26 years

II. City Public Investment

- a. City agrees to invest in project through
  - i. Establishment of Redevelopment TIF District
    - 1. Pledge 90% annual tax increments for years 1-15 and 80% annual tax increments for years 16-26 that are generated over the life of the TIF District for reimbursement of TIF eligible costs
      - a. Developer will receive maximum \$5,300,000 Pay-As-You-Go TIF Note
      - b. 4.25% interest rate
    - 2. Maximum 26-year term for TIF assistance
      - a. Semi-annual payments
      - b. First payment August 1, 2025, and final payment February 1, 2051
- b. City will issue Pay-As-You-Go TIF Note to the Developer
  - i. Developer finances total upfront development costs
  - ii. TIF increment provided as reimbursement to Developer for TIF-eligible costs

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- iii. Reimbursement semi-annually to Developer of tax increment revenues and Developer will use the tax increment revenues to repay TIF Mortgage

III. Agreement Summary

- 1. Developer: 2515 NSP LLC
- 2. TIF District: Tax Increment Financing (Redevelopment) District No. 4-12 (Lillie Building Redevelopment)
- 3. Property:
  - Parcel ID: 122922420120
  - 2509 7<sup>th</sup> Ave. E
  - Parcel ID: 122922420096
  - 2515 7<sup>th</sup> Ave. E
  - Parcel ID: 122922420097
  - 2517 7<sup>th</sup> Ave. E
  - Parcel ID: 122922420098
- 4. Minimum Improvements: The construction of an approximate 82-unit multifamily apartment building consisting of studio, one- and two-bedroom floor plans with structured parking.
- 5. Construction Schedule: Commence construction by June 30, 2023, and, subject to unavoidable delays, 75% of construction complete by December 31, 2023, and 100% of construction completed by December 31, 2024
- 7. Lookback Provisions: To be determined including potential sale, eligible costs, and total developer investment
- 7. Business Subsidy Act Requirements (Minnesota Statutes, Section 116J.993 through 116J.995):
  - (a) exempt per redevelopment clause

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**Tax Increment Financing Plan**  
**for**  
**Tax Increment Financing District No. 4-12**  
**(Lillie Building Redevelopment)**  
**within**  
**Development District No. 4**

**City of North Saint Paul, Minnesota**

Prepared by  
Baker Tilly Municipal Advisors, LLC

Draft Dated: November 1, 2022

Anticipated Approval by City: November 1, 2022

Public Hearing Held by City Council: November 1, 2022

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## **Section A Definitions**

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Act" means the TIF Act.

"City" means the City of North Saint Paul, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the City; also referred to as the "Governing Body".

"County" means Ramsey County, Minnesota.

"Project Area" means the geographic area of the Development District.

"Developer" means 2515 NSP LLC.

"Development Program" means the Development Program for the Development District.

"Development District" means Development District No. 4 which is described in the corresponding Development Program.

"School District" means Independent School District No. 622, Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes sections 469.174 through 469.1794, inclusive, as amended.

"TIF District" means Tax Increment Financing (Redevelopment) District No. 4-12, a Redevelopment District.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

## **Section B Overview**

See the Development Program for the Development District.

## **Section C Statutory Authorization**

See the Development Program for the Development District.

## **Section D Statement of Need and Public Purpose**

See the Development Program for the Development District.

**Section E Designation of Tax Increment Financing District as a Redevelopment District**

Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

- (1) parcels comprising at least 70% 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% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures;
- (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or
- (3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in Minnesota Statutes Section 115C.02, Subdivision 15, if the tank facilities:
  - (i) have or had a capacity of more than 1,000,000 gallons;
  - (ii) are located adjacent to rail facilities; and
  - (iii) have been removed or are unused, underused, inappropriately used, or infrequently used.

For districts consisting of two more noncontiguous areas, each area must individually qualify under the provisions listed above, as well as the entire area must also qualify as a whole.

The TIF District qualifies as a redevelopment district in that it meets all the criteria listed in (1) above. The supporting facts and documentation for this determination will be retained by the City for the life of the TIF District and are available to the public upon request. An analysis was completed by LHB, Inc. to assist the City with making this determination.

"Structurally substandard" is defined as buildings containing defects or deficiencies in structural elements, essential utilities and facilities, light and ventilation, fire protection (including egress), layout and condition of interior partitions, or similar factors. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A municipality may not find that a building is structurally substandard without an interior inspection, unless it cannot gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained. A parcel is deemed to be occupied by a structurally substandard building if the following conditions are met:

- (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;
- (2) the demolition or removal of the substandard building was performed or financed by the City, or was performed by a developer under a development agreement with the City;

- (3) the City found by resolution before such demolition or removal occurred that the building was structurally substandard, and that the City intended to include the parcel in the TIF district; and
- (4) the City notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

In the case of (4) above, the County Auditor shall certify the original net tax capacity of the parcel to be the greater of (a) the current tax capacity of the parcel, or (b) a computed tax capacity of the parcel using the estimated market value of the parcel for the year in which the demolition or removal occurred, and the appropriate classification rate(s) for the current year.

At least 90 percent of the tax increment from a redevelopment district must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the City may be included in the qualifying costs.

**Section F      Duration of the TIF District**

Redevelopment districts may remain in existence 25 years from the date of receipt by the City of the first tax increment. Modifications of this plan (see Section Z) shall not extend these limitations.

Pursuant to Minnesota Statutes Section 469.175, Subdivision 1(b), the City specifies 2025 as the first year in which it elects to receive tax increment from the TIF District, which is no later than four years following the year of approval of the TIF District. Thus, the City may collect increment from the district through 2050. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the City.

**Section G      Property to be Included in the TIF District**

The TIF District comprises of the parcel listed below and includes adjacent streets and right-of-ways located within the Project Area. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

<b>Parcel Number</b>	<b>Legal Description</b>
122922420120	NORTH ST PAUL PROPER, RAMSEY C LOTS 1 & LOT 2 BLK 19
122922420096	NORTH ST PAUL PROPER, RAMSEY C EX E 25 FT LOT 6 AND ALL OF LOTS 3 THRU LOT 5 BLK 19
122922420097	NORTH ST PAUL PROPER, RAMSEY C E 25 FT OF LOT 6 AND ALL OF LOTS 7 AND LOT 8 BLK 19
122922420098	NORTH ST PAUL PROPER, RAMSEY C E 25 FT OF LOT 6 AND ALL OF LOTS 7 AND LOT 8 BLK 19

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 above, as illustrated in the boundary map included in Exhibit I.

#### **Section H Property to be Acquired in the TIF District**

The City does not anticipate acquiring or selling any property located within the TIF District.

#### **Section I Specific Development Expected to Occur Within the TIF District**

The City of North St. Paul has received an application for tax increment financing assistance from 2515 NSP LLC (the Developer) for assistance with financing a portion of the extraordinary redevelopment costs related to redevelopment of the existing substandard buildings that includes acquisition, demolition and subsequent construction of an approximate 82-unit residential rental housing project consisting of studio, one and two-bedroom housing units with first floor commercial/live-work space and structured parking. The City would use tax increment revenues from the project to finance eligible redevelopment costs including land acquisition, demolition, environmental remediation, site improvements, public improvements, utilities other eligible redevelopment costs and related administrative expenses.

Demolition of the substandard buildings is expected to commence in winter of 2023, followed by subsequent construction of the new building in spring 2023. The project is expected to be approximately 75% complete by December 31, 2023, and 100% constructed by December 31, 2024, and be 100% assessed and on the tax rolls as of January 2, 2025, for taxes payable 2026.

#### **Section J Findings and Need for Tax Increment Financing**

In establishing the TIF District, the City makes the following findings:

- (1) The TIF District qualifies as a redevelopment district:

The City hired LHB. Inc. to inspect and evaluate the property within the proposed the District to be established by the City. The purpose of the evaluation was to determine if the proposed district met the statutory requirements for coverage and if the buildings met the qualifications required for a Redevelopment District.

A final report has been prepared for the City to retain on file in City offices for public inspection. The report contains the details of the findings summarized below regarding the substandard qualifications:

- The TIF District consists of four parcels that are occupied with 100 percent of the area of the proposed TIF District (exceeding the 70 percent coverage test); and
- 100 percent (3 of 3) of the buildings in the proposed TIF District contain code deficiencies exceeding the 15 percent threshold; and
- 100 percent of the buildings (3 of 3, which is greater than 50%) 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, exceeding the more than 50 percent substandard test; and

- The foregoing conditions are reasonably distributed throughout the geographic area of the proposed TIF District.

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

**Factual basis:**

*Proposed development not expected to occur:*

The proposed project consists of the redevelopment of property within the City that consists of blighted property found to be substandard and will be demolished following establishment of the TIF District. The City has identified significant and extraordinary costs including site acquisition, demolition, earthwork and grading, environmental remediation, landscaping, parking improvements, public improvements, utilities and other redevelopment improvements associated with redevelopment of the project site in conjunction with new development. The estimated total redevelopment costs for this property make the total cost of this effort significantly higher than costs reasonably incurred for similar developments on a clean site. The City's finding that the proposed redevelopment would be unlikely to occur solely through private investment within the reasonably foreseeable future is based on an analysis of the proforma and other materials submitted by the developer.

*No higher market value expected:*

If the proposed redevelopment did not go forward, for the same reasons described above, no significant alternative redevelopment of the proposed TIF District area would occur. The existing buildings are currently substandard and obsolete. It is highly unlikely that the proposed improvements would be made on the property site without tax increment financing and public assistance. In short, there is no basis for expectation that the area would redevelop or be renovated in any significant way purely by private action without public subsidy.

To summarize the basis for the City's findings regarding alternative market value, in accordance with Minnesota Statutes Section 469.175, Subdivision 3(d), the City makes the following determinations:

- a. The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is anywhere from \$0 to some modest amount based on small scale renovation or redevelopment that could be possible without assistance; any estimated values would be too speculative to ascertain.

b. If the proposed development to be assisted with tax increment occurs in the TIF District, the total increase in market value would be approximately \$36,187,511, including the value of the building (See Exhibit V).

c. The present value of tax increments from the TIF District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$6,263,718 (See Exhibit V).

d. Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than \$29,923,793 (the amount in clause b less the amount in clause c) without tax increment assistance.

(3) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the Project Area by private enterprise.

**Factual basis:**

The anticipated redevelopment of the project site and any subsequent demolition, reconstruction, or renovation related to the project will remain consistent with the City's design goals. The development proposed to occur within the TIF District will afford maximum opportunity for redevelopment of the applicable parcels and is consistent with the needs of the City. The development will increase the taxable market valuation of the City and provide additional housing options in the City.

(4) The TIF Plan conforms to general plans for development of the City as a whole.

**Factual basis:** The City has determined that the development proposed in the TIF Plan conforms to the City comprehensive plan.

(5) The City elects the method of tax increment computation set forth in Minnesota Statutes Section 469.177, Subdivision 3(b) (see method (b) in Section P).

**Section K Estimated Public Costs**

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Estimated Public Costs	Estimated Amount
Land/Building acquisition	\$1,650,000
Site Improvements/Preparation costs	\$950,000
Utilities	\$0
Other public improvements	\$7,927,077
Construction of affordable housing	\$0
Administrative expenses	\$1,169,675
Total Estimated Public Costs	\$11,696,752
Interest expenses	\$0
Total Costs	\$11,696,752

The City anticipates using tax increment to the extent available to finance redevelopment costs of the project including primarily land/building acquisition, site improvement/preparation costs (including demolition), public improvements related administrative expenses, and other TIF-eligible expenditures as deemed necessary and related to redevelopment of the project site.

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost (\$11,696,752) is not increased. The City also reserves the right to fund any of the identified costs with any other legally available revenues but anticipates that such costs will be primarily financed with tax increments.

**Section L Estimated Sources of Revenue**

Sources of Revenue	Amount
Tax Increment revenue	\$11,696,752
Interest on invested funds	\$0
Other	
<b>Total</b>	<b>\$11,696,752</b>

The City anticipates capturing the tax increments from the project for financing of the identified redevelopment costs and reimbursing the developer for a portion of those costs. As tax increments are collected from the TIF District in future years, a portion of these increments will be used by the City to reimburse the developer for public costs incurred (see Section K). The City also anticipates retaining any remaining increment to finance eligible administrative or other expenses related to the project.

The City reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The City also reserves the right to use other sources of revenue legally applicable to the Project Area to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

**Section M Estimated Amount of Bonded Indebtedness**

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is \$11,696,752. The City currently plans to finance the site improvements and redevelopment costs through a pay-as-you-go note but reserves the right to issue bonds in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, Subdivision 7 of the TIF Act.

**Section N Original Net Tax Capacity**

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The estimated taxable value of all property within the TIF District as of January 2, 2022, for taxes payable in 2023, is \$1,586,600. Upon establishment of the district and classification of the property as residential rental, the estimated original net tax capacity of the TIF District is estimated to be \$19,833. This assumes the property is reclassified from commercial-industrial to residential rental. This value is also assumed to be the value of the property, including land and building, as of the date the substandard buildings occupied the parcel.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

- (1) changes in the tax-exempt status of property;
- (2) reductions or enlargements of the geographic area of the TIF District;
- (3) changes due to stipulation agreements or abatements; or
- (4) changes in property classification rates.

**Section O Original Local Tax Capacity Rate**

The County Auditor shall also certify the original local tax rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original local tax rate of the TIF District.

It is anticipated the request for certification of the District will occur prior to June 30, 2023, and the local tax rates for taxes levied in 2022 and payable in 2023 will apply, for which the County Auditor shall certify as the original tax capacity rate of the TIF District. The payable 2023 rates are not available at the time of drafting of the TIF Plan. For purposes of estimating the tax increment generated by the TIF District, the sum of the local tax rates for taxes levied in 2021 and payable in 2022 is 136.602% as shown below.

<u>Taxing Jurisdiction</u>	<u>2021/2022 Local Tax Rate</u>
City of North Saint Paul	44.140%
Ramsey County	48.066%
ISD #622	32.173%
Other (6926) Metro Watershed	<u>12.223%</u>
Total	136.602%

**Section P Projected Retained Captured Net Tax Capacity and Projected Tax Increment**

The City anticipates that approximately 75% of the redevelopment will be completed by December 31, 2023, and 100% construction completed by December 31, 2024, creating a total tax capacity for the TIF District of \$261,055 as of January 2, 2025. The captured tax capacity is estimated to be \$241,222 and the first full year of increment is projected to be \$329,514 in taxes

payable 2026. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District. The estimates shown in this TIF Plan assume that residential rental class rates remain at 1.25% of the estimated taxable value and assume 2.5% annual increases in market values. Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

For communities affected by the fiscal disparity provisions of Minnesota Statutes Chapter 473F and Chapter 276A, the original net tax capacity of the TIF District shall be determined before the application of fiscal disparity. In subsequent years, the current net tax capacity shall either (a) be determined before the application of fiscal disparity or (b) exclude the product of any fiscal disparity increase in the TIF District (since the original net tax capacity was certified) times the appropriate fiscal disparity ratio. The method the City elects shall remain the same for the life of the TIF District, except that a single change may be made at any time from method (a) to method (b) above. The City elects method (b), or Minnesota Statutes Section 469.177, Subdivision 3(b).

The County Auditor shall certify to the City the amount of captured net tax capacity each year. The City may choose to retain any or all of this amount. It is the City's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District. Exhibit II gives a listing of the various information and assumptions used in preparing the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

### **Section Q Use of Tax Increment**

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the State. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The City has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) pay for the estimated public costs of the TIF District (see Section K) and County administrative costs associated with the TIF District (see Section T);
- (2) pay principal and interest on tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (4) pay all or a portion of the county road costs as may be required by the County Board under Minnesota Statutes Section 469.175, Subdivision 1a; or
- (5) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both county boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the City.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government, or for a commons area used as a public park, or a facility used for social, recreational, or conference purposes. This prohibition does not apply to the construction or renovation of a parking structure or of a privately-owned facility for conference purposes.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

#### **Section R Excess Tax Increment**

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the City shall use the excess tax increments to:

- (1) prepay any outstanding tax increment bonds;
- (2) discharge the pledge of tax increments thereof;
- (3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or
- (4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

#### **Section S Tax Increment Pooling and the Five-Year Rule**

At least 75% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section E for additional restrictions). No more than 25% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced bonds. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;

- (2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund;
- (3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
- (4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 75% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The City anticipates that an allowable portion of tax increments generated by the project may be spent outside the TIF District (including allowable administrative expenses), and such expenditures are expressly authorized in this TIF Plan.

#### **Section T     Limitation on Administrative Expenses**

Administrative expenses are defined as all costs of the City other than:

- (1) amounts paid for the purchase of land;
- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the physical development of the real property in the project;
- (3) relocation benefits paid to, or services provided for, persons residing or businesses located in the project;
- (4) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178; or
- (5) amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clause (1) to (3).

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total tax increment expenditures authorized by the TIF Plan or (b) 10% of the total tax increments received by the TIF District.

#### **Section U     Limitation on Property Not Subject to Improvements - Four Year Rule**

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District, and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an

existing street. The City must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the City or owner of the parcel subsequently commences any of the above activities, the City shall certify to the County Auditor that such activity has commenced, and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

## **Section V Estimated Impact on Other Taxing Jurisdictions**

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified, and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the district is estimated to be \$11,739,013.
2. To the extent the project in the TIF District generates any public cost impacts on city-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the TIF District. The City does not anticipate issuing general obligation tax increment bonds but reserves the right to the use of internal financing, as necessary, to finance a portion of the project costs attributable to the TIF District.
3. The amount of tax increments over the life of the district that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$2,764,849.
4. The amount of tax increments over the life of the district that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$4,130,593.
5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

## **Section W Prior Planned Improvements**

The City shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The

County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District.

### **Section X Development Agreements**

If within a project containing a redevelopment district, more than 25% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

The City anticipates entering into an agreement for development.

### **Section Y Assessment Agreements**

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder or Registrar of Titles, as applicable, of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The City does not anticipate entering into an assessment agreement.

### **Section Z Modifications of the Tax Increment Financing Plan**

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; a determination to capitalize interest on the debt if that determination was not part of the original TIF Plan; increase in the portion of the captured net tax capacity to be retained by the City; increase in the total estimated public costs; or designation of property to be acquired by the City shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the City agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

**Section AA Administration of the Tax Increment Financing Plan**

Upon adoption of the TIF Plan, the City shall submit a copy of such plan to the Minnesota Department of Revenue and the Office of the State Auditor. The City shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The City shall also send the County or City Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County or City Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the City the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

- (1) prior to July 1, the City shall notify the County or City Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.
- (2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
- (3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
  - (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;
  - (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;
  - (c) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

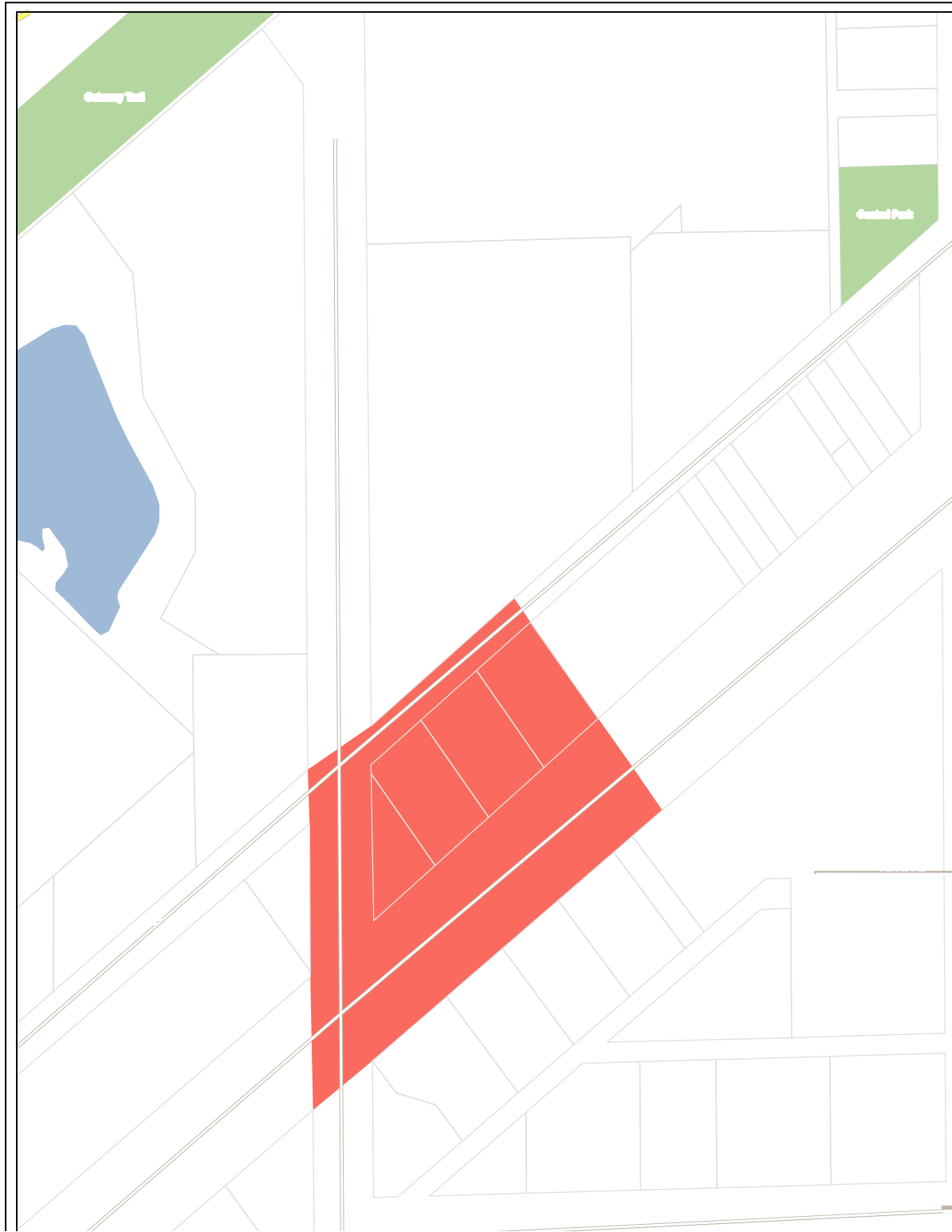
The County Auditor shall notify the City of all changes made to the original net tax capacity of the TIF District.

**Section AB Filing TIF Plan, Financial Reporting and Disclosure Requirements**

The City will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes Section 469.175, Subdivision 4A. The City will comply with all reporting requirements for the TIF District under Minnesota Statutes Section 469.175, Subdivisions 5 and 6.



**Map of  
Tax Increment Financing Redevelopment District No. 4-12  
(Lillie Building Redevelopment)**



**Assumptions Report**

**City of North Saint Paul, Minnesota  
 Tax Increment Financing (Redevelopment) District No. 1-12  
 Proposed Lillie Building Redevelopment Project  
 Draft TIF Plan Exhibits: 82 Units valued at \$250,000/unit for \$20,500,000**

Type of Tax Increment Financing District	Redevelopment
Maximum Duration of TIF District	25 years from 1st increment Assume 1st Increment is 2023
Projected Certification Request Date	06/30/23
Decertification Date	12/31/50 (26 Years of Incre)

	<u>2023/2024</u>
Base Estimated Market Value*	1,586,600
Parcel ID: 122922420120	
122922420096	
122922420097	
122922420098	

\* Values provided by Ramsey County

Original Net Tax Capacity 19,833

	Assessment/Collection Year		
	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/2026</u>
Base Estimated Market Value	\$1,586,600	\$1,586,600	\$1,586,600
Estimated Increase in Value - New Construction	0	13,788,400	19,297,775
<b>Total Estimated Market Value</b>	<b>1,586,600</b>	<b>15,375,000</b>	<b>20,884,375</b>
<b>Total Net Tax Capacity</b>	<b>\$19,833</b>	<b>\$192,188</b>	<b>\$261,055</b>

	Payable 2022
City of North Saint Paul	44.140%
Ramsey County	48.066%
ISD #622	32.173%
Other (6926) Metro watershed	12.223%
<b>Local Tax Capacity Rate</b>	<b>136.6020%</b>
<b>Estimated Frozen Tax Capacity Rate</b>	<b>136.602%</b>

	<u>2023/2024</u>
Fiscal Disparities Contribution From TIF District	0.0000%
Administrative Retainage Percent (maximum = 10%)	10.00%
Pooling Percent (years 16-26)	10.00%

<u>Bonds</u>		<u>Projected Pay-as-you-go Note</u>	
Bonds Dated	NA	Note Dated	08/01/23
Bond Issue @ 0.00% (NIC)	NA	Note Rate	4.25%
Eligible Project Costs	NA	Note Amount	\$5,300,000
<b>Present Value Date &amp; Rate</b>	<b>08/01/23</b>	<b>4.25% PV Amount</b>	<b>\$5,324,544</b>

**Notes**

Assumes no changes to future class rates and tax rates  
 Includes 2.5% annual market value inflator to allow for future growth  
 Total taxable value based on \$250,000/unit for 82 new units

**Projected Tax Increment Report**

**City of North Saint Paul, Minnesota  
 Tax Increment Financing (Redevelopment) District No. 1-12  
 Proposed Lillie Building Redevelopment Project  
 Draft TIF Plan Exhibits: 82 Units valued at \$250,000/unit for \$20,500,000**

Annual Period Ending (1)	Total Market Value (1)	Total Net Tax Capacity (2)	Less: Original Net Tax Capacity (3)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (4)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Annual City Retainage Percent (10)	Less: City Retainage Admin/Pooling (11)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 08/01/23 4.25%	Estimated Annual Property Taxes
12/31/23	1,586,600	19,833	19,833	0	136.602%	0	0	0	10%	0	0	0	
12/31/24	1,586,600	19,833	19,833	0	136.602%	0	0	0	10%	0	0	0	
12/31/25	15,375,000	192,188	19,833	172,355	136.602%	235,440	848	234,592	10%	23,459	211,133	190,929	292,502
12/31/26	20,884,375	261,055	19,833	241,222	136.602%	329,514	1,186	328,328	10%	32,833	295,495	256,325	397,315
12/31/27	21,406,484	267,581	19,833	247,749	136.602%	338,430	1,218	337,212	10%	33,721	303,491	252,528	407,248
12/31/28	21,941,646	274,271	19,833	254,438	136.602%	347,568	1,251	346,317	10%	34,632	311,685	248,774	417,429
12/31/29	22,490,188	281,127	19,833	261,295	136.602%	356,934	1,285	355,649	10%	35,565	320,084	245,062	427,865
12/31/30	23,052,442	288,156	19,833	268,323	136.602%	366,535	1,320	365,215	10%	36,522	328,694	241,394	438,561
12/31/31	23,628,753	295,359	19,833	275,527	136.602%	376,375	1,355	375,020	10%	37,502	337,518	237,770	449,525
12/31/32	24,219,472	302,743	19,833	282,911	136.602%	386,462	1,391	385,071	10%	38,507	346,564	234,189	460,763
12/31/33	24,824,959	310,312	19,833	290,479	136.602%	396,801	1,428	395,373	10%	39,537	355,836	230,652	472,283
12/31/34	25,445,583	318,070	19,833	298,237	136.602%	407,398	1,467	405,931	10%	40,593	365,338	227,157	484,090
12/31/35	26,081,723	326,022	19,833	306,189	136.602%	418,260	1,506	416,754	10%	41,675	375,079	223,706	496,192
12/31/36	26,733,766	334,172	19,833	314,340	136.602%	429,394	1,546	427,848	10%	42,785	385,063	220,298	508,597
12/31/37	27,402,110	342,526	19,833	322,694	136.602%	440,806	1,587	439,219	10%	43,922	395,297	216,934	521,312
12/31/38	28,087,163	351,090	19,833	331,257	136.602%	452,504	1,629	450,875	10%	45,088	405,788	213,612	534,344
12/31/39	28,789,342	359,867	19,833	340,034	136.602%	464,494	1,672	462,822	10%	46,282	416,540	210,333	547,703
12/31/40	29,509,075	368,863	19,833	349,031	136.602%	476,783	1,716	475,067	20%	95,013	380,054	184,086	561,396
12/31/41	30,246,802	378,085	19,833	358,253	136.602%	489,380	1,762	487,618	20%	97,524	390,094	181,246	575,430
12/31/42	31,002,972	387,537	19,833	367,705	136.602%	502,292	1,808	500,484	20%	100,097	400,387	178,445	589,816
12/31/43	31,778,046	397,226	19,833	377,393	136.602%	515,527	1,856	513,671	20%	102,734	410,937	175,680	604,562
12/31/44	32,572,498	407,156	19,833	387,324	136.602%	529,092	1,905	527,187	20%	105,437	421,750	172,952	619,676
12/31/45	33,386,810	417,335	19,833	397,503	136.602%	542,997	1,955	541,042	20%	108,208	432,834	170,261	635,168
12/31/46	34,221,480	427,769	19,833	407,936	136.602%	557,249	2,006	555,243	20%	111,049	444,194	167,607	651,047
12/31/47	35,077,017	438,463	19,833	418,630	136.602%	571,857	2,059	569,798	20%	113,960	455,838	164,989	667,323
12/31/48	35,953,943	449,424	19,833	429,592	136.602%	586,831	2,113	584,718	20%	116,944	467,774	162,406	684,006
12/31/49	36,852,791	460,660	19,833	440,827	136.602%	602,179	2,168	600,011	20%	120,002	480,009	159,860	701,106
12/31/50	37,774,111	472,176	19,833	452,344	136.602%	617,911	2,224	615,687	20%	123,137	492,550	157,349	718,634
						\$11,739,013	\$42,261	\$11,696,752	15%	\$1,766,728	\$9,930,024	\$5,324,544	\$13,863,890

(1) Total estimated market value based on \$250,000/housing unit preliminary and subject to further review. 2.5% annual market value inflator  
 (2) Total net tax capacity based on residential rental apartments: 1.25% class rate  
 (3) Original net tax capacity based on 2021/2022 existing property value  
 (4) Total local combined tax rate available for taxes payable 2022

**Estimated Impact on Other Taxing Jurisdictions Report**

**City of North Saint Paul, Minnesota  
 Tax Increment Financing (Redevelopment) District No. 1-12  
 Proposed Lillie Building Redevelopment Project  
 Draft TIF Plan Exhibits: 82 Units valued at \$250,000/unit for \$20,500,000**

Taxing Jurisdiction	Without Project or TIF District		With Project and TIF District				
	2021/2022 Taxable Net Tax Capacity (1)	2021/2022 Local Tax Rate	2021/2022 Taxable Net Tax Capacity (1)	Projected Retained Captured Net Tax Capacity +	New Taxable Net Tax Capacity =	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)
City of North Saint Paul	10,651,253	44.140%	10,651,253	\$452,344	11,103,597	42.342%	1.798%
Ramsey County	619,068,142	48.066%	619,068,142	452,344	619,520,486	48.031%	0.035%
ISD #622	51,106,674	32.173%	51,106,674	452,344	51,559,018	31.891%	0.282%
Other (2)	---	12.223%	---	452,344	---	12.223%	---
<b>Totals</b>		<b>136.602%</b>				<b>134.486%</b>	<b>2.116%</b>

**\* Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 2.116% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

**Statement 2:** Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

- (1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
- (2) The impact on these taxing jurisdictions has not been calculated. They represent 8.95% of the total tax rate.

**Market Value Analysis Report**

**City of North Saint Paul, Minnesota**

**Tax Increment Financing (Redevelopment) District No. 1-12**

**Proposed Lillie Building Redevelopment Project**

**Draft TIF Plan Exhibits: 82 Units valued at \$250,000/unit for \$20,500,000**

<u>Assumptions</u>				
Present Value Date		08/01/23		
P.V. Rate - Gross T.I.		4.25%		
<hr/>				
Increase in EMV With TIF District		\$36,187,511		
Less: P.V of Gross Tax Increment		<u>6,263,718</u>		
Subtotal		\$29,923,793		
Less: Increase in EMV Without TIF		<u>0</u>		
Difference		\$29,923,793		
<hr/>				
		Annual	Present	
	Year	Gross Tax	Value @	
		Increment	4.25%	
		<hr/>		
1	2025	235,440	215,137	
2	2026	329,514	288,824	
3	2027	338,430	284,546	
4	2028	347,568	280,315	
5	2029	356,934	276,133	
6	2030	366,535	272,001	
7	2031	376,375	267,917	
8	2032	386,462	263,882	
9	2033	396,801	259,896	
10	2034	407,398	255,958	
11	2035	418,260	252,070	
12	2036	429,394	248,230	
13	2037	440,806	244,439	
14	2038	452,504	240,696	
15	2039	464,494	237,001	
16	2040	476,783	233,354	
17	2041	489,380	229,755	
18	2042	502,292	226,203	
19	2043	515,527	222,699	
20	2044	529,092	219,241	
21	2045	542,997	215,830	
22	2046	557,249	212,465	
23	2047	571,857	209,146	
24	2048	586,831	205,873	
25	2049	602,179	202,645	
26	2050	<u>617,911</u>	<u>199,462</u>	
		\$11,739,013	\$6,263,718	

**Redevelopment TIF District Qualifications Report**

REPORT OF INSPECTION PROCEDURES AND RESULTS  
FOR  
DETERMINING QUALIFICATIONS  
OF A  
TAX INCREMENT FINANCING DISTRICT

7<sup>th</sup> AVENUE EAST  
REDEVELOPMENT TIF DISTRICT

*Prepared for*

CITY OF NORTH ST. PAUL, MINNESOTA

August 2, 2022

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# Part 1: Executive Summary

## Purpose of the Evaluation

LHB was hired by the City of North St. 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 in North St. Paul between 7<sup>th</sup> Avenue East and Seppala Boulevard near the intersection with Helen Street North (Diagram 1). The purpose of LHB's work is to determine whether the proposed TIF District meets the statutory requirements for coverage, and whether three buildings on four parcels, located within the proposed TIF District, meet the qualifications required for a Redevelopment District.

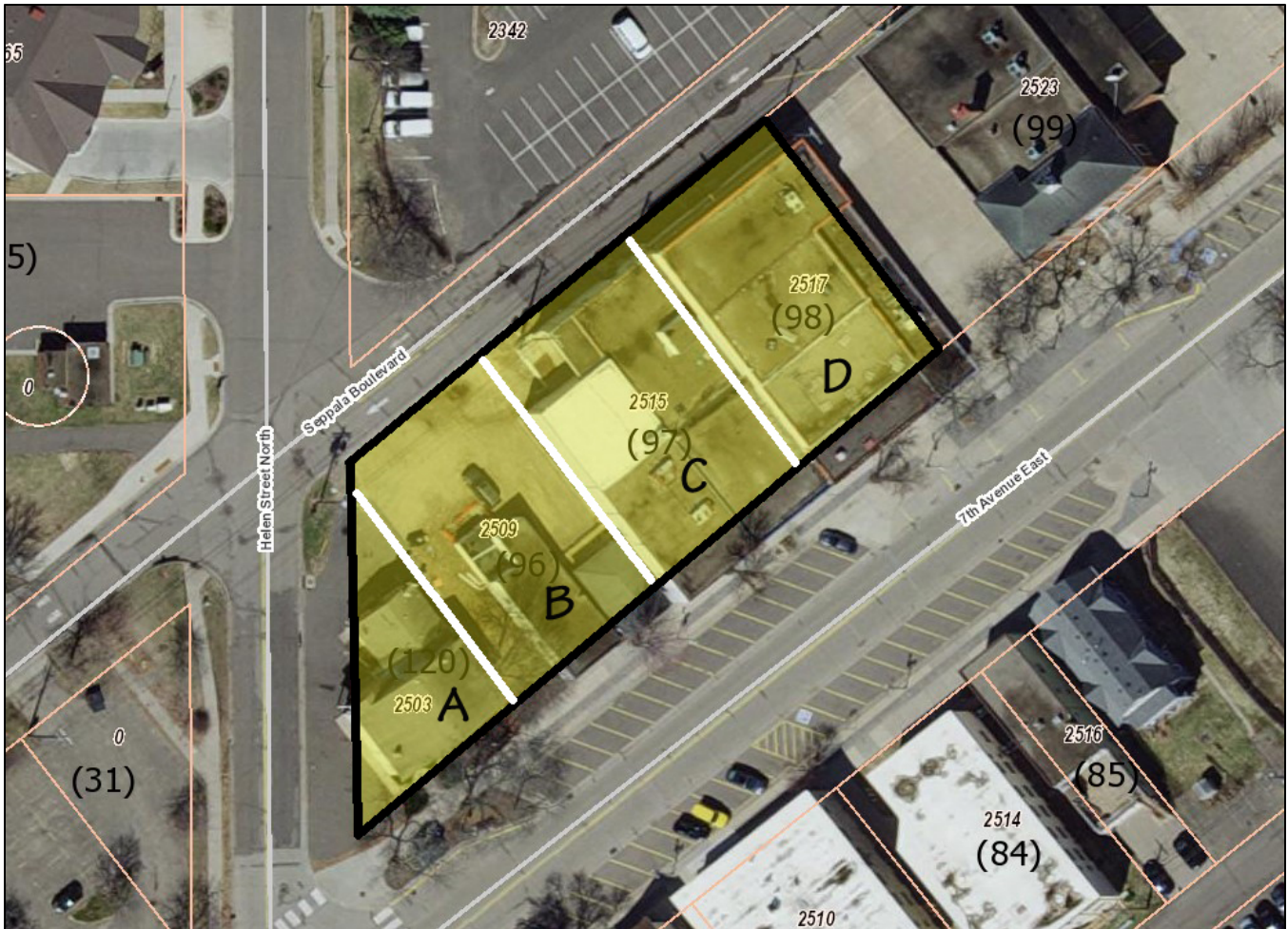


Diagram 1: Proposed TIF District

## Scope of Work

The proposed TIF District consists of four parcels with three buildings. The buildings were inspected on June 2 and June 10, 2022. Building Code and Condition Deficiency reports for the buildings that were inspected and found substandard are 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 100 percent which is above the 70 percent requirement.
- 100 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

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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:

#### 1. COVERAGE TEST

- a. *Minnesota Statutes, Section 469.174, Subdivision 10(a)(1)* states:

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

- b. 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."

## 2. CONDITION OF BUILDINGS TEST

- a. 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;"

- b. 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."

- i. 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.
- c. 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 follows 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 based on 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."

- i. 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:
- 1) 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.
  - 2) 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*..."
  - 3) Chapter 11 of the 2015 Minnesota Residential Code incorporates Minnesota Rules, Chapters, 1322 and 1323 *Minnesota Energy Code*.
  - 4) 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.
  - 5) 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.
  - 6) 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. 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.

### 3. DISTRIBUTION OF SUBSTANDARD BUILDINGS

- a. 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...”
- b. 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 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 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

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LHB inspected one building on June 2, 2022 and two buildings on June 10, 2022.

## Part 4: Findings

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### 1. Coverage Test

- a. The total square foot area of the parcel in the proposed TIF District was obtained from City records, GIS mapping and site verification.
- b. 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.
- c. 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 100 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)*.

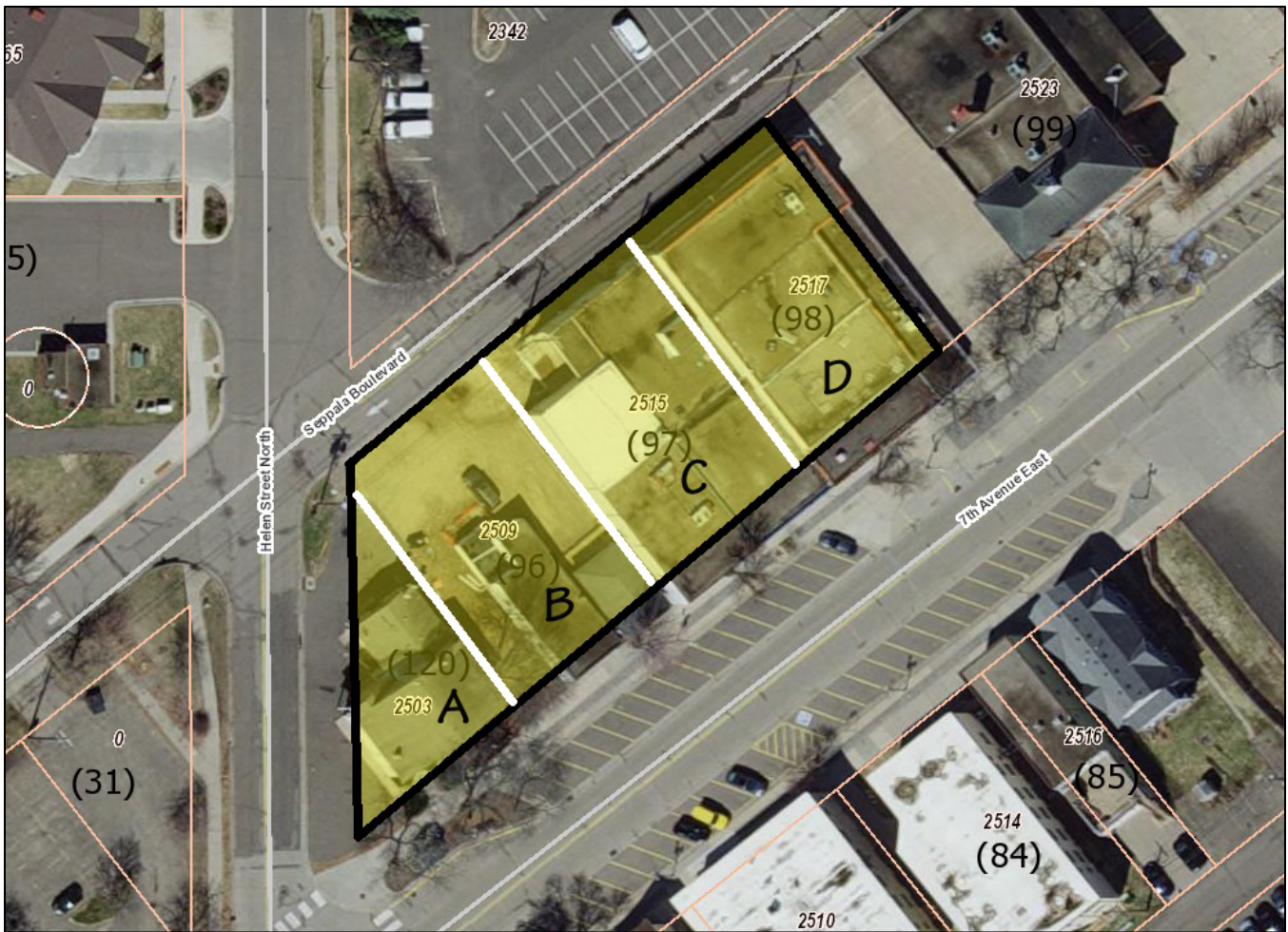


Diagram 2 – Coverage Diagram

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

## 2. Condition of Building Test

### a. BUILDING INSPECTION

- i. The first step in the evaluation process is the building inspection. After an initial walk-thru, the inspector makes a judgment whether 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.

### b. REPLACEMENT COST

- i. 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 2022.

- ii. 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 North St. Paul, Minnesota.
- iii. 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.

**c. CODE DEFICIENCIES**

- i. 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.
- ii. 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.
- iii. 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 a series of provisional codes written specifically for Minnesota only requirements, adoption of several international codes, and amendments to the adopted international codes.
- iv. After identifying the code deficiencies in each building, we used R.S. Means Cost Works 2022; 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 out of three buildings (100 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.

**d. SYSTEM CONDITION DEFICIENCIES**

- i. If a building meets the minimum code deficiency threshold under Minnesota Statutes, Section 469.174, Subdivision 10(c), then 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.
- ii. 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.
- iii. 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.
- iv. 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 out of three buildings (100 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).

**3. Distribution of Substandard Structures**

- e. 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 yellow area depicts parcels with buildings.  
Shaded orange area depicts substandard buildings.

## Part 5: Team Credentials

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

Michael has 34 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 master's 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, Chair of a Metropolitan Planning Organization, and Chair of the Edina Planning Commission. Most recently, he served as a member of the Edina city council and Secretary of the Edina HRA. 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.

### 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.

## Appendices

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- APPENDIX A Property Condition Assessment Summary Sheet
- APPENDIX B Building Code, Condition Deficiency and Context Analysis Reports
- APPENDIX C Building Replacement Cost Reports
  - Code Deficiency Cost Reports
  - Photographs

# APPENDIX A

Property Condition Assessment Summary Sheet

# 7th Avenue East Redevelopment TIF District

Property Condition Assessment Summary Sheet

North St. Paul, Minnesota

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
A	122922420120	2503 7th Avenue East	Improved	Interior/Exterior	4,792	4,792	100.0%	4,792	1	\$1,363,193	\$204,479	\$462,820	1	1
B	122922420096	2509 7th Avenue East	Improved	Interior/Exterior	8,712	8,712	100.0%	8,712	1	\$571,240	\$85,686	\$223,826	1	1
C	122922420097	2515 7th Avenue East	Improved	Interior/Exterior	9,148	9,148	100.0%	9,148	1	\$2,585,794	\$387,869	\$1,074,428	1	1
D	122922420098	2517 7th Avenue East	Improved	Interior/Exterior	9,148	9,148	100.0%	9,148	See Parcel C					
<b>TOTALS</b>					31,800			31,800	3				3	3
								<b>Total Coverage Percent:</b>		<b>100.0%</b>				
												<b>Percent of buildings exceeding 15 percent code deficiency threshold:</b>	<b>100.0%</b>	
												<b>Percent of buildings determined substandard:</b>		<b>100.0%</b>

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# APPENDIX B

Building Code, Condition Deficiency and Context Analysis Reports

# 7<sup>th</sup> Avenue East Redevelopment TIF District

## Building Code, Condition Deficiency and Context Analysis Report

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### Parcel A

### Two-Story Retail & Apartment Rental Units

Address:	2503 7 <sup>th</sup> Avenue East, North St Paul, Minnesota 55109
Parcel ID:	122922420120
Inspection Date(s) & Time(s):	June 10, 2022, 9:20 am
Inspection Type:	Interior and Exterior
Summary of Deficiencies:	It is our professional opinion that this building is Substandard because: <ul style="list-style-type: none"><li>- Substantial renovation is required to correct Conditions found.</li><li>- Building Code deficiencies total more than 15% of replacement cost, NOT including energy code deficiencies.</li></ul>

Estimated Replacement Cost:	\$1,363,193
Estimated Cost to Correct Building Code Deficiencies:	\$462,820
Percentage of Replacement Cost for Building Code Deficiencies:	34.0%

### DEFECTS IN STRUCTURAL ELEMENTS

1. None Found.

### COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
  - a. There is no code compliant accessible parking.
  - b. There is no code compliant accessible route into the building.
  - c. There is no code required accessible route to all levels of the building.
  - d. There is no code compliant restroom.
  - e. There is no code required water fountain.
2. Light and Ventilation
  - a. The lighting system does not comply with code.
  - b. The electrical system does not comply with code.
  - c. The HVAC system does not comply with code.
3. Fire Protection/Adequate Egress
  - a. Smoke detectors are not code compliant.
  - b. There is no code required emergency notification system.
  - c. Emergency lights are not code compliant.
  - d. There are no code required emergency exit signs.
  - e. There is no code required building sprinkler system.

- f. Stairs do not comply with code.
  - g. Thresholds do not comply with code for maximum height.
  - h. Door hardware does not comply with code.
  - i. Through wall, floor, and ceiling penetrations are not fire caulked per code.
  - j. There is no code required secondary egress from the second floor.
  - k. The second floor does not have a code required 4-inch kick plate under the open railing.
4. Layout and Condition of Interior Partitions/Materials
- a. Interior floors, walls, and ceilings should be repaired/repainted.
  - b. Carpeting should be replaced.
5. Exterior Construction
- a. Wood siding is failing allowing for water intrusion which is contrary to code.
  - b. Wood siding should be repainted.
  - c. Roofing material is failing allowing for water intrusion which is contrary to code.
  - d. Windows are failing and should be replaced to prevent water intrusion per code.

#### **DESCRIPTION OF CODE DEFICIENCIES**

1. Code compliant accessible parking should be created.
2. A code compliant accessible route into the building should be created.
3. A code compliant accessible route to all levels of the building should be created.
4. The restroom should be made code compliant.
5. Install code required water fountain.
6. The lighting system should be brought into code compliance.
7. The wiring system should be replaced to comply with code.
8. The HVAC system should be replaced to comply with code.
9. Code compliant smoke detectors should be installed.
10. Code required emergency lighting should be installed.
11. Code required emergency exit signs should be installed.
12. A code required emergency notification system should be installed.
13. A code required building sprinkler system should be installed.
14. Stairs should be modified to comply with code.
15. Thresholds should be modified to comply with code.
16. Code compliant door hardware should be installed.
17. Code required fire caulking should be installed in all through wall, floor, and ceiling penetrations.
18. A code required 4-inch toe board should be installed under railing on second floor.
19. Failed wood siding should be replaced to prevent water intrusion per code.
20. Windows should be replaced to prevent water intrusion per code.
21. Failed roofing material should be replaced to prevent water intrusion per code.

## **OVERVIEW OF DEFICIENCIES**

This building has been added on to several times. The building does not comply with accessibility codes. There are no code compliant life safety systems in the building. The electrical wiring and lighting systems do not comply with code. The HVAC system does not comply with code. The interior surfaces should all be repaired/replaced/repainted. Windows are failing allowing for water intrusion which is contrary to code. Roofing material is failing allowing for water intrusion which is contrary to code. The exterior wood siding should be repaired/repainted.

## **ENERGY CODE DEFICIENCIES**

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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# 7<sup>th</sup> Avenue East Redevelopment TIF District

## Building Code, Condition Deficiency and Context Analysis Report

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### Parcel B

### Vacant Barber Shop

Address: 2509 7<sup>th</sup> Avenue East, North St Paul, Minnesota 55109  
Parcel ID: 122922420096  
Inspection Date(s) & Time(s): June 10, 2022, 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:	\$571,240
Estimated Cost to Correct Building Code Deficiencies:	\$223,826
Percentage of Replacement Cost for Building Code Deficiencies:	39.2%

### DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.

### COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
  - a. There is no code required designated accessible parking.
  - b. There is no code required accessible route to all levels of the building.
  - c. The restroom does not comply with accessible code.
2. Light and Ventilation
  - a. The HVAC system does not comply with code.
  - b. The lighting system does not comply with code.
  - c. The electrical wiring system does not comply with code.
3. Fire Protection/Adequate Egress
  - a. Thresholds do not comply with code.
  - b. Door hardware does not comply with code.
  - c. Smoke detectors are not code compliant.
  - d. There is no code required emergency lighting system.
  - e. Emergency exit signage is not code compliant.

- f. There is no code required emergency notification system.
  - g. There is no code required building sprinkler system
  - h. There is no code required fire caulking.
  - i. Glass doors do not have code required 10-inch kick plates.
  - j. Stairs do not comply with code.
4. Layout and Condition of Interior Partitions/Materials
- a. Interior walls and ceilings should be repaired/repainted.
  - b. Mold is present on the basement block walls.
5. Exterior Construction
- a. Exterior concrete block and mortar are damaged allowing for water intrusion which is contrary to code.
  - b. Exterior walls should be repainted.
  - c. Windows are failing allowing for water intrusion which is contrary to code.
  - d. Expansion joint caulking is failing allowing for water intrusion which is contrary to code.
  - e. Roofing material is failing allowing for water intrusion which is contrary to code.

#### **DESCRIPTION OF CODE DEFICIENCIES**

1. Steel lintels should be protected from rusting per code.
2. A code required and designated accessible parking space should be established.
3. A code required accessible route should be created.
4. The restroom should be modified to comply with accessibility code.
5. A code compliant HVAC system should be installed.
6. Code compliant lighting should be installed.
7. Electrical wiring system should be made code compliant.
8. Thresholds should be modified to comply with code for maximum height.
9. Code compliant door hardware should be installed.
10. Code compliant smoke detectors should be installed.
11. Code required emergency lighting should be installed.
12. Code compliant emergency exit signage should be installed.
13. A code required emergency notification system should be installed.
14. A code required building sprinkler system should be installed.
15. Code required fire caulking should be installed.
16. Repair/replace damaged concrete block and mortar to prevent water intrusion per code.
17. Replace failed windows to prevent water intrusion per code.
18. Replace failed expansion joint caulking to prevent water intrusion per code.
19. Replace failed roofing material to prevent water intrusion per code.

## OVERVIEW OF DEFICIENCIES

There is no code required designated accessible parking. Steel lintels should be protected from rusting per code. The exterior block walls and mortar are failing, allowing for water intrusion which is contrary to code. Windows and roofing material are failing, allowing for water intrusion which is contrary to code. The restroom does not comply with accessibility code. There is no code required water fountain in the building. Interior walls and ceilings should be repaired/repainted. The electrical wiring does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Life safety systems in the building are not code compliant. The exterior block walls should be repaired to prevent water intrusion per code and repainted.

## ENERGY CODE DEFICIENCIES

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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# 7<sup>th</sup> Avenue East Redevelopment TIF District

## Building Code, Condition Deficiency and Context Analysis Report

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### Parcel C

### Former Lillie Newspaper Building

Address: 2515 and 2517 7<sup>th</sup> Avenue East, North St Paul, Minnesota 55109  
Parcel ID: Combined Parcels - 12292240097 and 12292240098  
Inspection Date(s) & Time(s): June 2, 2022, 10:00 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:	\$2,585,794
Estimated Cost to Correct Building Code Deficiencies:	\$1,074,428
Percentage of Replacement Cost for Building Code Deficiencies:	41.6%

### DEFECTS IN STRUCTURAL ELEMENTS

1. Steel lintels should be protected from rusting per code.

### COMBINATION OF DEFICIENCIES

1. Essential Utilities and Facilities
  - a. There is no code required designated accessible parking.
  - b. Access into the building does not comply with code.
  - c. Transaction counter does not comply with accessibility code.
  - d. The restroom does not comply with accessibility code.
  - e. A code compliant water fountain should be installed.
  - f. The staff break room does not comply with accessibility code.
2. Light and Ventilation
  - a. The HVAC system does not comply with code.
  - b. The lighting system does not comply with code.
  - c. The electrical wiring system does not comply with code.
3. Fire Protection/Adequate Egress
  - a. Flooring is damaged/uneven creating an impediment to emergency egress which is contrary to code.
  - b. Thresholds do not comply with code.
  - c. Door hardware does not comply with code.
  - d. There is no code required smoke detectors.

- e. The emergency lighting system is not code compliant.
  - f. The emergency exit signage is not code compliant.
  - g. There is no code required emergency notification system.
  - h. There is no code required building sprinkler system
  - i. There is no code required fire caulking.
  - j. Natural gas pipe should be protected per code.
4. Layout and Condition of Interior Partitions/Materials
- a. Mold is present on interior ceiling tile from exterior water intrusion.
  - b. Interior walls should be repaired/repainted.
  - c. Interior concrete block walls should be repaired/repainted.
5. Exterior Construction
- a. Exterior concrete block and mortar are damaged allowing for water intrusion which is contrary to code.
  - b. Exterior walls should be repainted.
  - c. Windows are failing allowing for water intrusion which is contrary to code.
  - d. Expansion joint caulking is failing allowing for water intrusion which is contrary to code.
  - e. Roofing material is failing allowing for water intrusion which is contrary to code.
  - f. Exterior metal doors are rusting and should be repaired/repainted.

## DESCRIPTION OF CODE DEFICIENCIES

1. Steel lintels should be protected from rusting per code.
2. A code required and designated accessible parking space should be established.
3. The restroom should be modified to comply with accessibility code.
4. Modify transaction counter to comply with code.
5. A code compliant water fountain should be installed.
6. Modify staff break room to comply with code.
7. A code compliant HVAC system should be installed.
8. Code compliant lighting should be installed.
9. Electrical wiring system should be made code compliant.
10. Flooring should be repaired and leveled to create a code required unimpeded means for emergency egress.
11. Thresholds should be modified to comply with code for maximum height.
12. Code compliant door hardware should be installed.
13. Code required smoke detectors should be installed.
14. Code compliant emergency lighting should be installed.
15. Code complaint emergency exit signage should be installed.
16. A code required emergency notification system should be installed.
17. A code required building sprinkler system should be installed.
18. Code required fire caulking should be installed.
19. Protect natural gas pipe per code.
20. Repair/replace damaged concrete block and mortar to prevent water intrusion per code.

21. Replace failed windows to prevent water intrusion per code.
22. Replace failed expansion joint caulking to prevent water intrusion per code.
23. Replace failed roofing material to prevent water intrusion per code.

### **OVERVIEW OF DEFICIENCIES**

There is no code compliant designated accessible parking. Steel lintels should be protected from rusting per code. The exterior block walls and mortar are failing, allowing for water intrusion which is contrary to code. Windows and roofing material are failing, allowing for water intrusion which is contrary to code. The restroom does not comply with accessibility code. The staff breakroom does not comply with accessibility code. There is no code complaint water fountain in the building. Interior walls should be repainted. Ceiling tiles are water stained with exposed mold and should be replaced. The electrical wiring does not comply with code. The lighting system does not comply with code. The HVAC system does not comply with code. Life safety systems in the building are either non-compliant or non-existent. The exterior block walls should be repainted.

### **ENERGY CODE DEFICIENCIES**

In addition to the building code deficiencies listed above, the existing building does not comply with the current energy code. These deficiencies are not included in the estimated costs to correct code deficiencies and are not considered in determining whether the building is substandard.

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# APPENDIX C

Building Replacement Cost Reports

Code Deficiency Cost Reports

Photographs

Estimate Name:	2503 7th Ave E	
Building Type:	2-4 Story with Wood Siding / Wood Frame	
Location:	NORTH SAINT PAUL, MN	
Story Count:	2	
Story Height (L.F.):	12.00	
Floor Area (S.F.):	5600	
Labor Type:	OPN	
Basement Included:	Yes	
Data Release:	Year 2022 Quarter 2	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Cost Per Square Foot:	\$243.43	
Building Cost:	\$1,363,193.57	

		Quantity	% of Total	Cost Per S.F.	Cost
<b>A</b>	<b>Substructure</b>		<b>13.14%</b>	<b>\$27.81</b>	<b>\$155,752.38</b>
<b>A1010</b>	<b>Standard Foundations</b>			<b>\$7.50</b>	<b>\$41,978.07</b>
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	225		\$2.44	\$13,653.23
A10102107700	Spread footings, 3000 PSI concrete, load 200K, soil bearing capacity 6 KSF, 6' - 0" square x 20" deep	21.97		\$5.06	\$28,324.84
<b>A1030</b>	<b>Slab on Grade</b>			<b>\$3.99</b>	<b>\$22,328.71</b>
A10301202240	Slab on grade, 4" thick, non industrial, reinforced	2800		\$3.99	\$22,328.71
<b>A2010</b>	<b>Basement Excavation</b>			<b>\$2.36</b>	<b>\$13,216.92</b>
A20101104620	Excavate and fill, 10,000 SF, 8' deep, sand, gravel, or common earth, on site storage	2800		\$2.36	\$13,216.92
<b>A2020</b>	<b>Basement Walls</b>			<b>\$13.97</b>	<b>\$78,228.68</b>
A20201107260	Foundation wall, CIP, 12' wall height, pumped, .444 CY/LF, 21.59 PLF, 12" thick	225		\$13.97	\$78,228.68
<b>B</b>	<b>Shell</b>		<b>32.18%</b>	<b>\$68.12</b>	<b>\$381,465.32</b>
<b>B1010</b>	<b>Floor Construction</b>			<b>\$37.99</b>	<b>\$212,731.26</b>
B10102030860	Cast-in-place concrete column, 12" square, tied, 200K load, 12' story height, 142 lbs/LF, 4000PSI	263.59		\$4.84	\$27,077.66
B10102103450	Wood column, 8" x 8", 20' x 20' bay, 10' unsupported height, 133 BF/MSF, 160 PSF total allowable load	2800		\$0.44	\$2,467.36
B10102103450	Wood column, 8" x 8", 20' x 20' bay, 10' unsupported height, 133 BF/MSF, 160 PSF total allowable load	2800		\$0.44	\$2,467.36
B10102221720	Flat slab, concrete, with drop panels, 6" slab/2.5" panel, 12" column, 15'x15' bay, 75 PSF superimposed load, 153 PSF total load	2800		\$10.34	\$57,922.48
B10102643050	Wood beam and joist floor, 12"x16" girder, 8"x16" beam, 2x10 joists @ 16", 20'x20' bay, 75 PSF LL, 102 PSF total load	2800		\$15.61	\$87,389.32
B10107203700	Fireproofing, gypsum board, fire rated, 2 layer, 1" thick, 14" steel column, 3 hour rating, 22 PLF	720		\$6.32	\$35,407.08
<b>B1020</b>	<b>Roof Construction</b>			<b>\$7.83</b>	<b>\$43,870.48</b>
B10201027100	Wood roof, truss, 4/12 slope, 24" O.C., 30' to 43' span	2800		\$7.83	\$43,870.48
<b>B2010</b>	<b>Exterior Walls</b>			<b>\$11.52</b>	<b>\$64,491.26</b>
B20101484850	Wood siding, 2"x6" studs 16"OC, insulated wall, 8" plain vinyl siding	4320		\$10.33	\$57,836.81
B20101907600	Insulation, fiberglass batts, 6" thick, R19	2800		\$1.19	\$6,654.45
<b>B2020</b>	<b>Exterior Windows</b>			<b>\$7.28</b>	<b>\$40,743.47</b>
B20201066550	Windows, aluminum, awning, insulated glass, 4'-5" x 5'-3"	46.96		\$7.28	\$40,743.47
<b>B2030</b>	<b>Exterior Doors</b>			<b>\$1.76</b>	<b>\$9,833.59</b>
B20301106950	Door, aluminum & glass, with transom, narrow stile, double door, hardware, 6'-0" x 10'-0" opening	0.56		\$0.90	\$5,039.76
B20301107300	Door, aluminum & glass, with transom, bronze finish, hardware, 3'-0" x 10'-0" opening	0.56		\$0.46	\$2,567.21
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	0.56		\$0.40	\$2,226.62
<b>B3010</b>	<b>Roof Coverings</b>			<b>\$1.75</b>	<b>\$9,795.26</b>
B30101401100	Asphalt roofing, strip shingles, inorganic, Class A, 4" slope, 210-235 lbs/SQ	2800		\$1.45	\$8,117.87
B30106100050	Gutters, box, aluminum, .027" thick, 5", enameled finish	112.5		\$0.20	\$1,126.28

B30106200100	Downspout, aluminum, rectangular, 2" x 3", embossed mill finish, .020" thick	90		\$0.10	\$551.11
<b>C</b>	<b>Interiors</b>		<b>14.98%</b>	<b>\$31.70</b>	<b>\$177,512.35</b>
<b>C1010</b>	<b>Partitions</b>			<b>\$4.23</b>	<b>\$23,713.24</b>
C10101241200	Wood partition, 5/8" fire rated gypsum board face, none base, 2 x 4, @ 16" OC framing, same opposite face, 0 insul	1568		\$1.64	\$9,198.30
C10101241425	Wood partition, 5/8" fire rated gypsum board face, 1/4" sound deadening gypsum board, 2x4 @ 16" OC framing, same opposite face, sound attenuation insul	672		\$1.18	\$6,608.31
C10101280700	Gypsum board, 1 face only, exterior sheathing, fire resistant, 5/8"	4320		\$0.84	\$4,715.32
C10101280960	Add for the following: taping and finishing	4320		\$0.57	\$3,191.31
<b>C1020</b>	<b>Interior Doors</b>			<b>\$5.22</b>	<b>\$29,233.44</b>
C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	17.95		\$5.22	\$29,233.44
<b>C1030</b>	<b>Fittings</b>			<b>\$0.29</b>	<b>\$1,606.68</b>
C10301100420	Toilet partitions, cubicles, ceiling hung, plastic laminate	1.4		\$0.29	\$1,606.68
<b>C2010</b>	<b>Stair Construction</b>			<b>\$4.69</b>	<b>\$26,246.95</b>
C20101100720	Stairs, steel, pan tread for conc in-fill, picket rail, 12 risers w/ landing	1.96		\$4.69	\$26,246.95
<b>C3010</b>	<b>Wall Finishes</b>			<b>\$1.42</b>	<b>\$7,969.89</b>
C30102300140	Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats	4480		\$0.72	\$4,057.40
C30102300140	Painting, interior on plaster and drywall, walls & ceilings, roller work, primer & 2 coats	4320		\$0.70	\$3,912.49
<b>C3020</b>	<b>Floor Finishes</b>			<b>\$5.43</b>	<b>\$30,425.99</b>
C30204100080	Carpet tile, nylon, fusion bonded, 18" x 18" or 24" x 24", 35 oz	3360		\$3.74	\$20,938.04
C30204101600	Vinyl, composition tile, maximum	1680		\$0.79	\$4,396.02
C30204101720	Tile, ceramic natural clay	560		\$0.91	\$5,091.93
<b>C3030</b>	<b>Ceiling Finishes</b>			<b>\$10.41</b>	<b>\$58,316.16</b>
C30302106000	Acoustic ceilings, 3/4" fiberglass board, 24" x 48" tile, tee grid, suspended support	5600		\$10.41	\$58,316.16
<b>D</b>	<b>Services</b>		<b>39.70%</b>	<b>\$84.05</b>	<b>\$470,655.66</b>
<b>D1010</b>	<b>Elevators and Lifts</b>			<b>\$14.58</b>	<b>\$81,653.60</b>
D10101108900	Hydraulic passenger elevator, 3000 lb, 3 floors, 12' story height, 2 car group, 125 FPM	0.56		\$14.58	\$81,653.60
<b>D2010</b>	<b>Plumbing Fixtures</b>			<b>\$3.06</b>	<b>\$17,130.12</b>
D20101102080	Water closet, vitreous china, bowl only with flush valve, wall hung	1.4		\$1.10	\$6,151.57
D20102102000	Urinal, vitreous china, wall hung	0.56		\$0.16	\$889.47
D20103101560	Lavatory w/trim, vanity top, PE on CI, 20" x 18"	1.12		\$0.40	\$2,241.15
D20104404340	Service sink w/trim, PE on CI, wall hung w/rim guard, 24" x 20"	0.84		\$0.99	\$5,532.26
D20108201920	Water cooler, electric, wall hung, wheelchair type, 7.5 GPH	0.84		\$0.41	\$2,315.67
<b>D2020</b>	<b>Domestic Water Distribution</b>			<b>\$0.74</b>	<b>\$4,121.82</b>
D20202501860	Gas fired water heater, commercial, 100 < F rise, 100 MBH input, 91 GPH	0.28		\$0.74	\$4,121.82
<b>D3050</b>	<b>Terminal &amp; Package Units</b>			<b>\$19.24</b>	<b>\$107,716.84</b>
D30501553960	Rooftop, multizone, air conditioner, offices, 25,000 SF, 79.16 ton	5600		\$19.24	\$107,716.84
<b>D4010</b>	<b>Sprinklers</b>			<b>\$4.44</b>	<b>\$24,854.21</b>
D40104100600	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 5000 SF	1904		\$1.91	\$10,672.72
D40104100720	Wet pipe sprinkler systems, steel, light hazard, each additional floor, 5000 SF	3696		\$2.20	\$12,316.55
D40104108930	Standard High Rise Accessory Package 3 story	0.28		\$0.33	\$1,864.94
<b>D4020</b>	<b>Standpipes</b>			<b>\$1.42</b>	<b>\$7,965.04</b>
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	0.34		\$0.76	\$4,240.73
D40203101560	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, additional floors	1.26		\$0.67	\$3,724.31
<b>D5010</b>	<b>Electrical Service/Distribution</b>			<b>\$17.99</b>	<b>\$100,745.99</b>
D50101200440	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 1000 A	1.25		\$5.47	\$30,634.94

D50102300440	Feeder installation 600 V, including RGS conduit and XHHW wire, 1000 A	100		\$5.95	\$33,344.70
D50102400320	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 1200 A	1.2		\$6.57	\$36,766.35
<b>D5020</b>	<b>Lighting and Branch Wiring</b>			<b>\$17.22</b>	<b>\$96,411.92</b>
D50201100640	Receptacles incl plate, box, conduit, wire, 16.5 per 1000 SF, 2.0 W per SF, with transformer	5600		\$5.98	\$33,470.75
D50201350320	Miscellaneous power, 1.2 watts	5600		\$0.43	\$2,412.76
D50201400280	Central air conditioning power, 4 watts	5600		\$0.82	\$4,564.39
D50201452080	Motor installation, three phase, 460 V, 15 HP motor size	2		\$1.06	\$5,913.43
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	6440		\$8.94	\$50,050.59
<b>D5030</b>	<b>Communications and Security</b>			<b>\$5.37</b>	<b>\$30,056.12</b>
D50303101020	Telephone wiring for offices & laboratories, 8 jacks/MSF	4200		\$1.96	\$10,959.98
D50309100454	Communication and alarm systems, fire detection, addressable, 50 detectors, includes outlets, boxes, conduit and wire	0.28		\$2.55	\$14,294.36
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	0.28		\$0.86	\$4,801.78
<b>E</b>	<b>Equipment &amp; Furnishings</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>E1090</b>	<b>Other Equipment</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>F</b>	<b>Special Construction</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>G</b>	<b>Building Sitework</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SubTotal</b>			<b>100%</b>	<b>\$211.68</b>	<b>\$1,185,385.71</b>
<b>Contractor Fees (General Conditions,Overhead,Profit)</b>			<b>15.0%</b>	<b>\$31.75</b>	<b>\$177,807.86</b>
<b>Architectural Fees</b>			<b>0.0%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>User Fees</b>			<b>0.0%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Building Cost</b>				<b>\$243.43</b>	<b>\$1,363,193.57</b>

# 7th Avenue East Redevelopment TIF District

## Code Deficiency Cost Report

Parcel A - 2503 7th Avenue East, North St Paul, Minnesota 55109  
 Parcel ID 122922420120

Building Name or Type  
 Two Story Retail/Apartment Rental Units

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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### Accessibility Items

#### Accessible Parking

Create code required accessible parking	\$ 100.00	Lump	1	\$ 100.00
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#### Accessible Route

Create a code required accessible route into the building	\$ 2,500.00	Lump	1	\$ 2,500.00
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Create a code required accessible route to all levels of the building	\$ 14.58	SF	5,600	\$ 81,648.00
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#### Restroom

Modify restroom to comply with accessibility code	\$ 1.66	SF	5,600	\$ 9,296.00
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#### Water Fountain

Install a code required water fountain	\$ 0.41	SF	5,600	\$ 2,296.00
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### Structural Elements

### Exiting

#### Thresholds

Modify thresholds to comply with code for maximum height	\$ 200.00	EA	5	\$ 1,000.00
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#### Door Hardware

Install code compliant door hardware	\$ 250.00	EA	18	\$ 4,500.00
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#### Emergency Lighting

Install code required emergency lighting	\$ 1.50	SF	5,600	\$ 8,400.00
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#### Emergency Exit Signs

Install code compliant emergency exit signs	\$ 0.75	SF	5,600	\$ 4,200.00
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#### Emergency Notification System

Install a code required emergency notification system	\$ 0.86	SF	5,600	\$ 4,816.00
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#### Stairs

Modify stairs to comply with code	\$ 4.69	SF	5,600	\$ 26,264.00
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### Fire Protection

#### Smoke Detectors

Install code compliant smoke detectors	\$ 2.55	SF	5,600	\$ 14,280.00
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#### Fire Caulking

Install code required fire caulking	\$ 0.15	SF	5,600	\$ 840.00
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#### Building Sprinkler System

Install a code required building sprinkler system	\$ 5.86	SF	5,600	\$ 32,816.00
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Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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### Exterior Construction

#### Wood Siding

Repair/replace failed wood siding to prevent water intrusion per code \$ 4.80 SF 5,600 \$ 26,880.00

#### Windows

Replace failed windows to prevent water intrusion per code \$ 7.28 SF 5,600 \$ 40,768.00

#### Expansion Joint Caulking

Remove/replace failed expansion joint caulking to prevent water intrusion per code \$ 0.20 SF 5,600 \$ 1,120.00

### Roof Construction

#### Roofing Material

Replace failed roofing material to prevent water intrusion per code \$ 1.75 SF 5,600 \$ 9,800.00

### Mechanical - Electrical

#### Mechanical

Install a code compliant HVAC system \$ 19.24 SF 5,600 \$ 107,744.00

#### Electrical

Install a code compliant electrical wiring system \$ 5.98 SF 5,600 \$ 33,488.00

Install a code compliant lighting system \$ 8.94 SF 5,600 \$ 50,064.00

**Total Code Improvements \$ 462,820**



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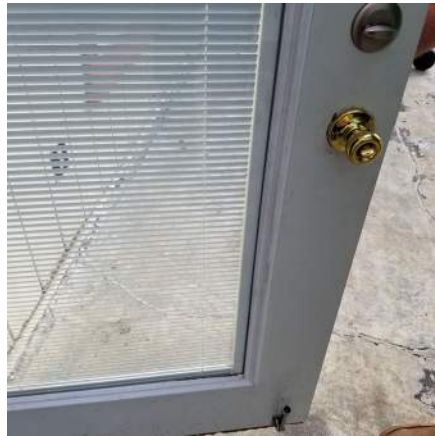
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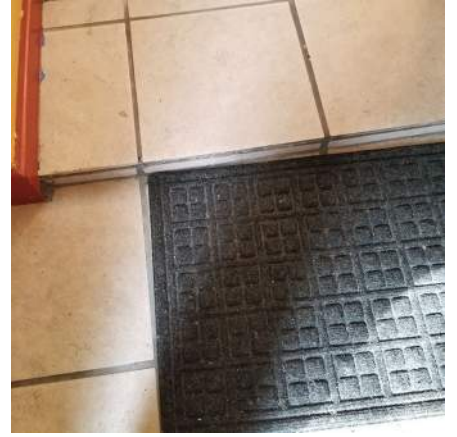
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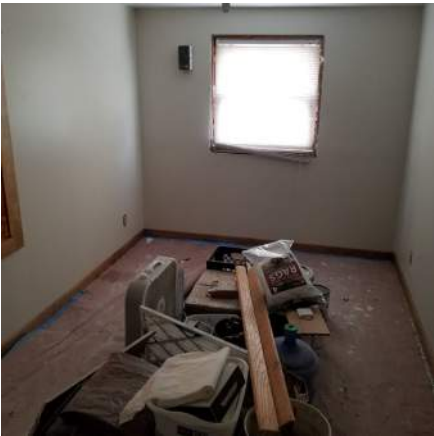
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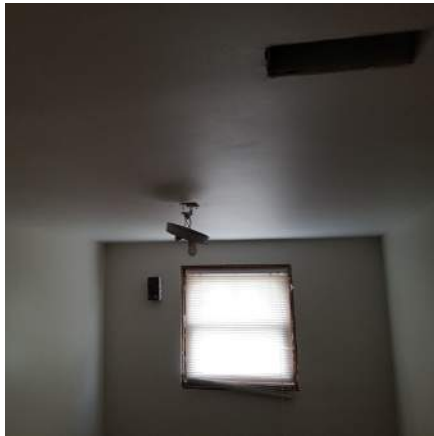
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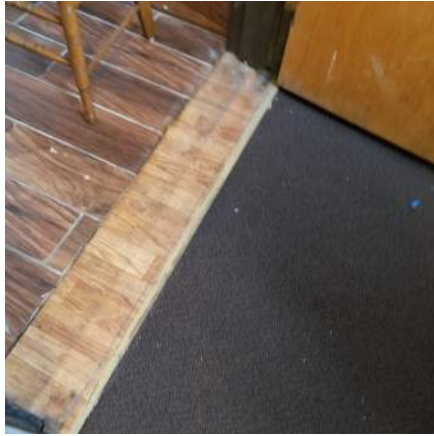
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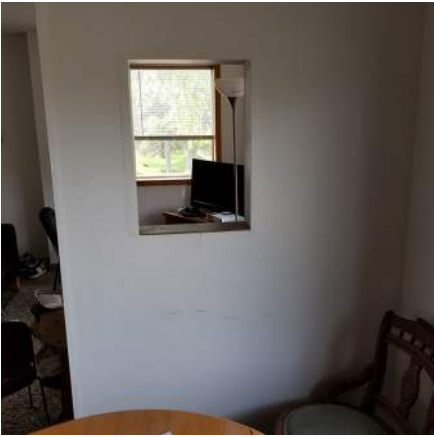
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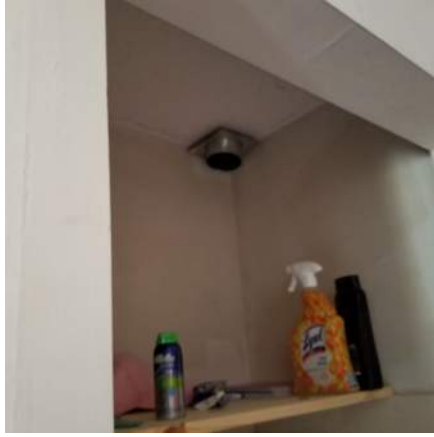
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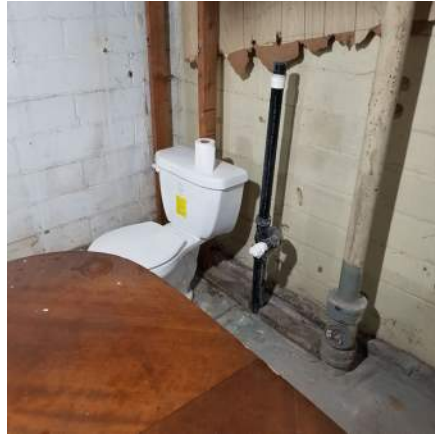
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Estimate Name:	2509 7th Ave E	
Building Type:	Retail, Brick Veneer & Concrete Block / Bearing Walls	
Location:	NORTH SAINT PAUL, MN	
Story Count:	1	
Story Height (L.F.):	12.00	
Floor Area (S.F.):	1800	
Labor Type:	OPN	
Basement Included:	Yes	
Data Release:	Year 2022 Quarter 2	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Cost Per Square Foot:	\$317.36	
Building Cost:	\$571,240.52	

		Quantity	% of Total	Cost Per S.F.	Cost
<b>A</b>	<b>Substructure</b>		22.31%	\$61.58	\$110,842.19
<b>A1010</b>	<b>Standard Foundations</b>			\$12.18	\$21,931.66
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	190		\$6.41	\$11,529.39
A10102107410	Spread footings, 3000 PSI concrete, load 100K, soil bearing capacity 6 KSF, 4' - 6" square x 15" deep	16.94		\$5.78	\$10,402.27
<b>A1030</b>	<b>Slab on Grade</b>			\$7.97	\$14,354.17
A10301202240	Slab on grade, 4" thick, non industrial, reinforced	1800		\$7.97	\$14,354.17
<b>A2010</b>	<b>Basement Excavation</b>			\$4.72	\$8,496.59
A20101104620	Excavate and fill, 10,000 SF, 8' deep, sand, gravel, or common earth, on site storage	1800		\$4.72	\$8,496.59
<b>A2020</b>	<b>Basement Walls</b>			\$36.70	\$66,059.77
A20201107260	Foundation wall, CIP, 12' wall height, pumped, .444 CY/LF, 21.59 PLF, 12" thick	190		\$36.70	\$66,059.77
<b>B</b>	<b>Shell</b>		34.11%	\$94.14	\$169,448.52
<b>B1010</b>	<b>Floor Construction</b>			\$32.28	\$58,112.63
B10102030860	Cast-in-place concrete column, 12" square, tied, 200K load, 12' story height, 142 lbs/LF, 4000PSI	203.22		\$11.60	\$20,876.75
B10102221720	Flat slab, concrete, with drop panels, 6" slab/2.5" panel, 12" column, 15'x15' bay, 75 PSF superimposed load, 153 PSF total load	1800		\$20.69	\$37,235.88
<b>B1020</b>	<b>Roof Construction</b>			\$13.91	\$25,035.44
B10201084600	Roof, steel joists, beams, 1.5" 22 ga metal deck, on columns and bearing wall, 30'x30' bay, 28" deep, 40 PSF superimposed load, 62 PSF total load	1800		\$13.01	\$23,411.07
B10201084700	Roof, steel joists, beams, 1.5" 22 ga metal deck, on columns and bearing wall, 30'x30' bay, 28" deep, 40 PSF superimposed load, 62 PSF total load, add for column	1800		\$0.90	\$1,624.37
<b>B2010</b>	<b>Exterior Walls</b>			\$18.03	\$32,451.53
B20101513000	Brick Veneer on regular CMU, 8" x 8"x 16"	1824		\$18.03	\$32,451.53
<b>B2020</b>	<b>Exterior Windows</b>			\$14.95	\$26,915.44
B20202102000	Aluminum flush tube frame, thermo-break frame, 2.25" x 4.5", 5'x6' opening, no intermediate horizontals	456		\$8.92	\$16,060.43
B20202202000	Glazing panel, plate glass, 1/4" thick, clear	456		\$6.03	\$10,855.01
<b>B2030</b>	<b>Exterior Doors</b>			\$4.02	\$7,240.32
B20301106450	Door, aluminum & glass, without transom, wide stile, double door, hardware, 6'-0" x 7'-0" opening	0.45		\$2.40	\$4,318.94
B20302102500	Door, birch, solid core, single door, hinged, 3'-0" x 7'-0" opening	0.9		\$1.62	\$2,921.38
<b>B3010</b>	<b>Roof Coverings</b>			\$10.94	\$19,693.16
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	1800		\$3.92	\$7,058.30
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	1800		\$2.68	\$4,823.86
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	190		\$4.34	\$7,811.00
<b>C</b>	<b>Interiors</b>		7.07%	\$19.50	\$35,105.74
<b>C1010</b>	<b>Partitions</b>			\$0.98	\$1,759.88
C10101241200	Wood partition, 5/8" fire rated gypsum board face, none base, 2 x 4, @ 16" OC framing, same opposite face, 0 insul	300		\$0.98	\$1,759.88
<b>C1020</b>	<b>Interior Doors</b>			\$1.83	\$3,294.91

C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	0.97		\$0.88	\$1,578.61
C10201023300	Door, double leaf, kd steel frame, hollow metal, commercial quality, B label, 2 - 3'-0" x 7'-0" x 1-3/8"	0.42		\$0.95	\$1,716.30
<b>C3010</b>	<b>Wall Finishes</b>			<b>\$4.16</b>	<b>\$7,484.12</b>
C30102202000	2 coats paint on masonry with block filler	1824		\$3.72	\$6,697.84
C30102300080	Painting, interior on plaster and drywall, brushwork, primer & 2 coats	600		\$0.44	\$786.28
<b>C3020</b>	<b>Floor Finishes</b>			<b>\$2.62</b>	<b>\$4,710.02</b>
C30204101600	Vinyl, composition tile, maximum	1800		\$2.62	\$4,710.02
<b>C3030</b>	<b>Ceiling Finishes</b>			<b>\$9.92</b>	<b>\$17,856.81</b>
C30302105800	Acoustic ceilings, 5/8" fiberglass board, 24" x 48" tile, tee grid, suspended support	1800		\$9.92	\$17,856.81
<b>D</b>	<b>Services</b>		<b>36.51%</b>	<b>\$100.74</b>	<b>\$181,334.44</b>
<b>D1010</b>	<b>Elevators and Lifts</b>			<b>\$48.21</b>	<b>\$86,786.00</b>
D10101101300	Hydraulic, passenger elevator, 1500 lb, 2 floors, 100 FPM	1		\$48.21	\$86,786.00
<b>D2010</b>	<b>Plumbing Fixtures</b>			<b>\$5.90</b>	<b>\$10,612.42</b>
D20101102000	Water closet, vitreous china, tank type, 2 piece close coupled	1.53		\$1.35	\$2,426.02
D20103101640	Lavatory w/trim, vanity top, PE on CI, 18" round	1.53		\$2.01	\$3,623.96
D20104404300	Service sink w/trim, PE on CI, wall hung w/rim guard, 22" x 18"	0.76		\$2.53	\$4,562.44
<b>D2020</b>	<b>Domestic Water Distribution</b>			<b>\$2.24</b>	<b>\$4,033.46</b>
D20202202260	Gas fired water heater, residential, 100 < F rise, 30 gal tank, 32 GPH	0.76		\$2.24	\$4,033.46
<b>D3050</b>	<b>Terminal &amp; Package Units</b>			<b>\$8.54</b>	<b>\$15,378.32</b>
D30501503360	Rooftop, single zone, air conditioner, food supermarkets, 5,000 SF, 14.17 ton	1800		\$8.54	\$15,378.32
<b>D4010</b>	<b>Sprinklers</b>			<b>\$5.61</b>	<b>\$10,089.76</b>
D40104100600	Wet pipe sprinkler systems, steel, light hazard, 1 floor, 5000 SF	1800		\$5.61	\$10,089.76
<b>D4020</b>	<b>Standpipes</b>			<b>\$7.01</b>	<b>\$12,621.23</b>
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	1		\$7.01	\$12,621.23
<b>D5010</b>	<b>Electrical Service/Distribution</b>			<b>\$3.99</b>	<b>\$7,183.23</b>
D50101200280	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 200 A	0.45		\$0.92	\$1,662.89
D50102300280	Feeder installation 600 V, including RGS conduit and XHHW wire, 200 A	22.5		\$0.72	\$1,302.41
D50102400200	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 400 A	0.27		\$2.34	\$4,217.93
<b>D5020</b>	<b>Lighting and Branch Wiring</b>			<b>\$15.24</b>	<b>\$27,440.41</b>
D50201100200	Receptacles incl plate, box, conduit, wire, 2.5 per 1000 SF, .3 watts per SF	1800		\$2.32	\$4,182.19
D50201350280	Miscellaneous power, 1 watt	1800		\$0.37	\$664.09
D50201400280	Central air conditioning power, 4 watts	1800		\$0.82	\$1,467.13
D50202100540	Fluorescent fixtures recess mounted in ceiling, 2.4 watt per SF, 60 FC, 15 fixtures @ 32 watt per 1000 SF	1800		\$11.74	\$21,127.00
<b>D5030</b>	<b>Communications and Security</b>			<b>\$3.99</b>	<b>\$7,189.61</b>
D50309100452	Communication and alarm systems, fire detection, addressable, 25 detectors, includes outlets, boxes, conduit and wire	0.11		\$1.64	\$2,952.41
D50309100460	Fire alarm command center, addressable without voice, excl. wire & conduit	1		\$2.35	\$4,237.20
<b>E</b>	<b>Equipment &amp; Furnishings</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>E1090</b>	<b>Other Equipment</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>F</b>	<b>Special Construction</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>G</b>	<b>Building Sitework</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>SubTotal</b>			<b>100%</b>	<b>\$275.96</b>	<b>\$496,730.89</b>
<b>Contractor Fees (General Conditions,Overhead,Profit)</b>			<b>15.0%</b>	<b>\$41.39</b>	<b>\$74,509.63</b>
<b>Architectural Fees</b>			<b>0.0%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>User Fees</b>			<b>0.0%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Building Cost</b>				<b>\$317.36</b>	<b>\$571,240.52</b>

# 7<sup>th</sup> Avenue East Redevelopment TIF District

## Code Deficiency Cost Report

Parcel B - 2509 7th Avenue East, North St Paul, Minnesota 55109  
Parcel ID 122922420096

Building Name or Type  
Vacant Barber Shop

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
<b>Accessibility Items</b>					
	Accessible Parking				
	Create code required accessible parking	\$ 100.00	Lump	1	\$ 100.00
	Accessible Route				
	Create a code required accessible route into the building	\$ 500.00	Lump	1	\$ 500.00
	Create a code required accessible route to all levels of the building	\$ 48.21	SF	1,800	\$ 86,778.00
	Restroom				
	Modify restroom to comply with accessibility code	\$ 3.36	SF	1,800	\$ 6,048.00
<b>Structural Elements</b>					
	Steel Lintels				
	Protect steel lintels from rusting per code	\$ 500.00	Lump	1	\$ 500.00
<b>Exiting</b>					
	Thresholds				
	Modify thresholds to comply with code for maximum height	\$ 200.00	EA	2	\$ 400.00
	Door Hardware				
	Install code compliant door hardware	\$ 250.00	EA	5	\$ 1,250.00
	Emergency Lighting				
	Install code required emergency lighting	\$ 1.50	SF	1,800	\$ 2,700.00
	Emergency Exit Signs				
	Install code compliant emergency exit signs	\$ 1.25	SF	1,800	\$ 2,250.00
	Emergency Notification System				
	Install a code required emergency notification system	\$ 2.35	SF	1,800	\$ 4,230.00
	Stairs				
	Modify stairs to comply with code	\$ 0.95	SF	1,800	\$ 1,710.00
<b>Fire Protection</b>					
	Smoke Detectors				
	Install code compliant smoke detectors	\$ 1.64	SF	1,800	\$ 2,952.00
	Fire Caulking				
	Install code required fire caulking	\$ 0.25	SF	1,800	\$ 450.00
	Building Sprinkler System				
	Install a code required building sprinkler system	\$ 12.62	SF	1,800	\$ 22,716.00

## Exterior Construction

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
	Concrete Block Walls				
	Repair/replace damaged/missing concrete block and mortar to prevent water intrusion per code	\$ 2.00	SF	1,800	\$ 3,600.00
	Windows				
	Replace failed windows to prevent water intrusion per code	\$ 14.95	SF	1,800	\$ 26,910.00
	Expansion Joint Caulking				
	Remove/replace failed expansion joint caulking to prevent water intrusion per code	\$ 0.20	SF	1,800	\$ 360.00
<b>Roof Construction</b>					
	Roofing Material				
	Replace failed roofing material to prevent water intrusion per code	\$ 10.94	SF	1,800	\$ 19,692.00
<b>Mechanical - Electrical</b>					
	Mechanical				
	Install a code compliant HVAC system	\$ 8.54	SF	1,800	\$ 15,372.00
	Electrical				
	Install a code compliant electrical wiring system	\$ 2.32	SF	1,800	\$ 4,176.00
	Install a code compliant lighting system	\$ 11.74	SF	1,800	\$ 21,132.00
<b>Total Code Improvements</b>					<b>\$ 223,826</b>



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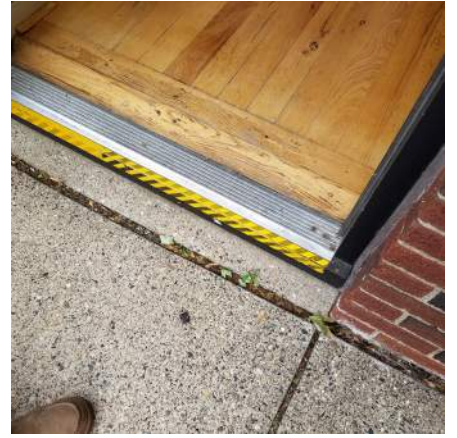
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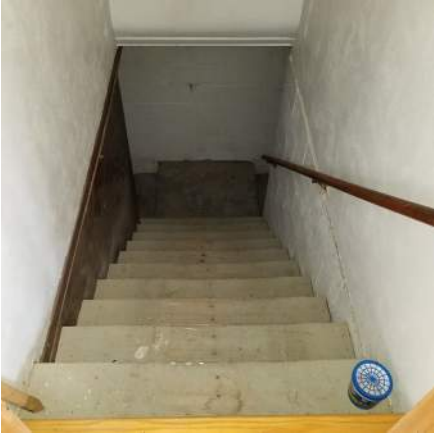
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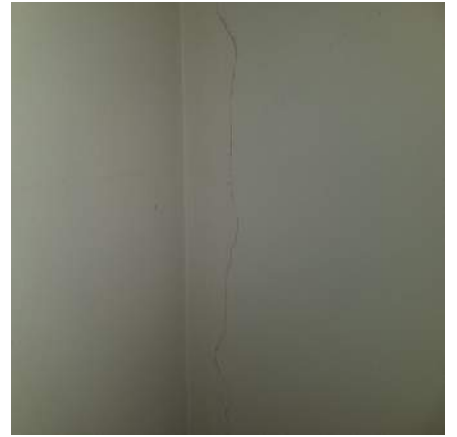
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Estimate Name:	2515 7th Ave E	
Building Type:	Decorative Concrete Block / Bearing Walls	
Location:	NORTH SAINT PAUL, MN	
Story Count:	1	
Story Height (L.F.):	16	
Floor Area (S.F.):	17600	
Labor Type:	OPN	
Basement Included:	No	
Data Release:	Year 2022 Quarter 2	Costs are derived from a building model with basic components. Scope differences and market conditions can cause costs to vary significantly.
Cost Per Square Foot:	\$146.92	
Building Cost:	\$2,585,794.18	

		Quantity	% of Total	Cost Per S.F.	Cost
<b>A</b>	<b>Substructure</b>		11.23%	\$14.35	\$252,485.42
<b>A1010</b>	<b>Standard Foundations</b>			\$5.99	\$105,437.07
A10101051560	Foundation wall, CIP, 4' wall height, direct chute, .148 CY/LF, 7.2 PLF, 12" thick	540		\$3.48	\$61,271.91
A10101102700	Strip footing, concrete, reinforced, load 11.1 KLF, soil bearing capacity 6 KSF, 12" deep x 24" wide	675		\$2.33	\$40,959.68
A10102107200	Spread footings, 3000 PSI concrete, load 50K, soil bearing capacity 6 KSF, 3' - 0" square x 12" deep	12.18		\$0.18	\$3,205.48
<b>A1030</b>	<b>Slab on Grade</b>			\$7.97	\$140,351.90
A10301202240	Slab on grade, 4" thick, non industrial, reinforced	17600		\$7.97	\$140,351.90
<b>A2010</b>	<b>Basement Excavation</b>			\$0.38	\$6,696.45
A20101104560	Excavate and fill, 10,000 SF, 4' deep, sand, gravel, or common earth, on site storage	17600		\$0.38	\$6,696.45
<b>B</b>	<b>Shell</b>		30.79%	\$39.33	\$692,238.38
<b>B1020</b>	<b>Roof Construction</b>			\$14.18	\$249,493.02
B10201205400	Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns/bearing wall, 50'x45' bay, 20 PSF superimposed load, 56.5" deep, 41 PSF total load	17600		\$13.70	\$241,183.18
B10201205450	Roof, steel joists, joist girder, 1.5" 22 ga metal deck, on columns/bearing wall, 50'x45' bay, 20 PSF superimposed load, 56.5" deep, 41 PSF total load, add for column	17600		\$0.47	\$8,309.84
<b>B2010</b>	<b>Exterior Walls</b>			\$10.57	\$186,032.68
B20101155540	Concrete block (CMU) wall, split rib, 8 ribs, hollow, regular weight, 12x8x16, reinforced, vertical #5@32", grouted	6912		\$10.57	\$186,032.68
<b>B2020</b>	<b>Exterior Windows</b>			\$3.70	\$65,189.55
B20201066550	Windows, aluminum, awning, insulated glass, 4'-5" x 5'-3"	75.13		\$3.70	\$65,189.55
<b>B2030</b>	<b>Exterior Doors</b>			\$2.27	\$39,922.59
B20301106950	Door, aluminum & glass, with transom, narrow stile, double door, hardware, 6'-0" x 10'-0" opening	1.35		\$0.69	\$12,184.04
B20301107300	Door, aluminum & glass, with transom, bronze finish, hardware, 3'-0" x 10'-0" opening	1.35		\$0.35	\$6,206.44
B20302203450	Door, steel 18 gauge, hollow metal, 1 door with frame, no label, 3'-0" x 7'-0" opening	5.42		\$1.22	\$21,532.11
<b>B3010</b>	<b>Roof Coverings</b>			\$8.61	\$151,600.54
B30101051400	Roofing, asphalt flood coat, gravel, base sheet, 3 plies 15# asphalt felt, mopped	17600		\$3.92	\$69,014.53
B30103203090	Insulation, rigid, roof deck, composite with 2" EPS, 1" perlite	17600		\$2.68	\$47,166.59
B30104201400	Roof edges, aluminum, duranodic, .050" thick, 6" face	540		\$1.26	\$22,199.67
B30104300040	Flashing, aluminum, no backing sides, .019"	540		\$0.39	\$6,794.80
B30106305100	Gravel stop, aluminum, extruded, 4", mill finish, .050" thick	540		\$0.37	\$6,424.95
<b>C</b>	<b>Interiors</b>		24.00%	\$30.66	\$539,697.44
<b>C1010</b>	<b>Partitions</b>			\$9.87	\$173,792.67
C10101022400	Concrete block (CMU) partition, regular weight, hollow, 8" thick, 5/8" gyp board, 1 side	2160.74		\$1.84	\$32,405.11
C10101045500	Concrete block (CMU) partition, light weight, hollow, 6" thick, no finish	14080		\$8.03	\$141,387.56
<b>C1020</b>	<b>Interior Doors</b>			\$10.86	\$191,103.15

C10201022600	Door, single leaf, kd steel frame, hollow metal, commercial quality, flush, 3'-0" x 7'-0" x 1-3/8"	117.33		\$10.86	\$191,103.15
<b>C1030</b>	<b>Fittings</b>			<b>\$1.34</b>	<b>\$23,640.99</b>
C10301100460	Toilet partitions, cubicles, ceiling hung, stainless steel	5.42		\$0.89	\$15,674.61
C10308300130	Cabinets, residential, wall, hardwood, 30" high with 1 door x 12" wide	40.62		\$0.45	\$7,966.38
<b>C3010</b>	<b>Wall Finishes</b>			<b>\$4.04</b>	<b>\$71,046.66</b>
C30102202000	2 coats paint on masonry with block filler	6912		\$1.44	\$25,381.28
C30102300100	Painting, interior on plaster and drywall, brushwork, primer & 3 coats	28160		\$2.59	\$45,665.38
<b>C3020</b>	<b>Floor Finishes</b>			<b>\$2.30</b>	<b>\$40,536.23</b>
C30204100930	Concrete topping, paint	8800		\$0.99	\$17,509.45
C30204101600	Vinyl, composition tile, maximum	8800		\$1.31	\$23,026.78
<b>C3030</b>	<b>Ceiling Finishes</b>			<b>\$2.25</b>	<b>\$39,577.74</b>
C30302107400	Acoustic ceilings, 3/4" mineral fiber, 12" x 12" tile, concealed 2" bar & channel grid, suspended support	4400		\$2.25	\$39,577.74
<b>D</b>	<b>Services</b>		<b>33.98%</b>	<b>\$43.41</b>	<b>\$764,095.44</b>
<b>D2010</b>	<b>Plumbing Fixtures</b>			<b>\$2.77</b>	<b>\$48,727.01</b>
D20101102000	Water closet, vitreous china, tank type, 2 piece close coupled	6.9		\$0.62	\$10,948.20
D20102102000	Urinal, vitreous china, wall hung	2.3		\$0.21	\$3,655.60
D20103101600	Lavatory w/trim, vanity top, PE on CI, 19" x 16" oval	13.81		\$1.36	\$23,962.33
D20108201880	Water cooler, electric, wall hung, dual height, 14.3 GPH	2.3		\$0.58	\$10,160.88
<b>D2020</b>	<b>Domestic Water Distribution</b>			<b>\$0.51</b>	<b>\$8,963.25</b>
D20202202260	Gas fired water heater, residential, 100 < F rise, 30 gal tank, 32 GPH	1.7		\$0.51	\$8,963.25
<b>D2040</b>	<b>Rain Water Drainage</b>			<b>\$1.52</b>	<b>\$26,783.55</b>
D20402104200	Roof drain, CI, soil, single hub, 4" diam, 10' high	6.8		\$1.09	\$19,179.20
D20402104240	Roof drain, CI, soil, single hub, 4" diam, for each additional foot add	126		\$0.43	\$7,604.35
<b>D3050</b>	<b>Terminal &amp; Package Units</b>			<b>\$11.09</b>	<b>\$195,229.58</b>
D30501503960	Rooftop, single zone, air conditioner, offices, 10,000 SF, 31.67 ton	17600		\$11.09	\$195,229.58
<b>D4010</b>	<b>Sprinklers</b>			<b>\$5.32</b>	<b>\$93,619.68</b>
D40104101080	Wet pipe sprinkler systems, steel, ordinary hazard, 1 floor, 10,000 SF	17600		\$5.32	\$93,619.68
<b>D4020</b>	<b>Standpipes</b>			<b>\$1.36</b>	<b>\$23,922.08</b>
D40203101540	Wet standpipe risers, class III, steel, black, sch 40, 4" diam pipe, 1 floor	1.9		\$1.36	\$23,922.08
<b>D5010</b>	<b>Electrical Service/Distribution</b>			<b>\$2.45</b>	<b>\$43,112.41</b>
D50101200360	Overhead service installation, includes breakers, metering, 20' conduit & wire, 3 phase, 4 wire, 120/208 V, 600 A	1		\$0.68	\$11,951.93
D50102300360	Feeder installation 600 V, including RGS conduit and XHHW wire, 600 A	50		\$0.60	\$10,581.00
D50102400240	Switchgear installation, incl switchboard, panels & circuit breaker, 120/208 V, 3 phase, 600 A	1		\$1.17	\$20,579.48
<b>D5020</b>	<b>Lighting and Branch Wiring</b>			<b>\$12.47</b>	<b>\$219,445.42</b>
D50201100440	Receptacles incl plate, box, conduit, wire, 8 per 1000 SF, .9 watts per SF	17600		\$3.45	\$60,733.02
D50201350320	Miscellaneous power, 1.2 watts	17600		\$0.43	\$7,582.96
D50201400280	Central air conditioning power, 4 watts	17600		\$0.82	\$14,345.23
D50202100520	Fluorescent fixtures recess mounted in ceiling, 1.6 watt per SF, 40 FC, 10 fixtures @32watt per 1000 SF	17600		\$7.77	\$136,784.21
<b>D5030</b>	<b>Communications and Security</b>			<b>\$5.93</b>	<b>\$104,292.46</b>
D50309100454	Communication and alarm systems, fire detection, addressable, 50 detectors, includes outlets, boxes, conduit and wire	1.35		\$3.93	\$69,115.61
D50309100462	Fire alarm command center, addressable with voice, excl. wire & conduit	1.35		\$1.32	\$23,217.41
D50309200104	Internet wiring, 4 data/voice outlets per 1000 S.F.	8.12		\$0.68	\$11,959.44
<b>E</b>	<b>Equipment &amp; Furnishings</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>E1090</b>	<b>Other Equipment</b>			<b>\$0.00</b>	<b>\$0.00</b>
<b>F</b>	<b>Special Construction</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>G</b>	<b>Building Sitework</b>		<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

SubTotal	100%	\$127.76	\$2,248,516.68
Contractor Fees (General Conditions,Overhead,Profit)	15.0%	\$19.16	\$337,277.50
Architectural Fees	0.0%	\$0.00	\$0.00
User Fees	0.0%	\$0.00	\$0.00
<b>Total Building Cost</b>		<b>\$146.92</b>	<b>\$2,585,794.18</b>

# 7<sup>th</sup> Avenue East Redevelopment TIF District

## Code Deficiency Cost Report

Parcel C - 2515 and 2517 7th Avenue East, North St Paul, Minnesota 55109  
 Parcel ID 12292240097 and 12292240097

Building Name or Type  
 Former Lillie Newspaper Building

Code	Related Cost Items	Unit Cost	Units	Unit Quantity	Total
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### Accessibility Items

#### Parking

Create code required accessible parking	\$ 100.00	EA	1	\$ 100.00
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#### Restroom

Modify restroom to comply with accessibility code	\$ 3.08	SF	17,600	\$ 54,208.00
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#### Transaction Counter

Modify transaction counter to comply with accessibility code	\$ 1,000.00	Lump	1	\$ 1,000.00
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#### Water Fountain

Install a code compliant water fountain	\$ 0.58	SF	17,600	\$ 10,208.00
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#### Break Room

Modify staff break room to comply with accessibility code	\$ 1,000.00	Lump	1	\$ 1,000.00
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### Structural Elements

#### Steel Lintels

Protect steel lintels from rusting per code	\$ 1,000.00	Lump	1	\$ 1,000.00
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### Exiting

#### Flooring

Repair/replace/level flooring materials to create an unimpeded means for emergency egress to comply with code	\$ 2.30	SF	17,600	\$ 40,480.00
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#### Thresholds

Modify thresholds to comply with code for maximum height	\$ 750.00	Lump	1	\$ 750.00
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#### Door Hardware

Install code compliant door hardware	\$ 250.00	EA	20	\$ 5,000.00
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#### Emergency Exit Signage

Install code compliant emergency exit signage	\$ 0.75	SF	17,600	\$ 13,200.00
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#### Emergency Lighting System

Install a code compliant emergency lighting system	\$ 1.00	SF	17,600	\$ 17,600.00
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#### Emergency Notification System

Install a code compliant emergency notification system	\$ 1.32	SF	17,600	\$ 23,232.00
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### Fire Protection

#### Smoke Detectors

Install code required smoke detectors	\$ 3.93	SF	17,600	\$ 69,168.00
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#### Fire Caulking

Install code required fire caulking	\$ 0.15	SF	17,600	\$ 2,640.00
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#### Natural Gas Pipe

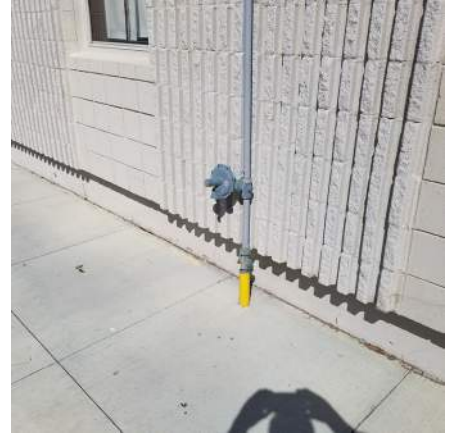




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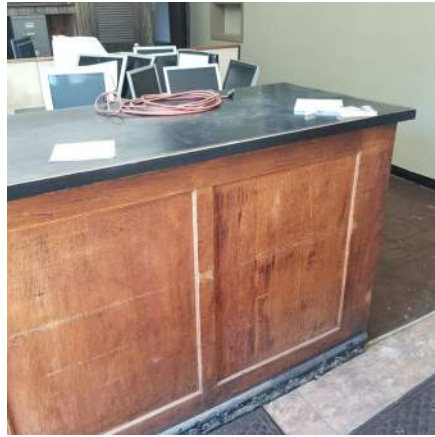
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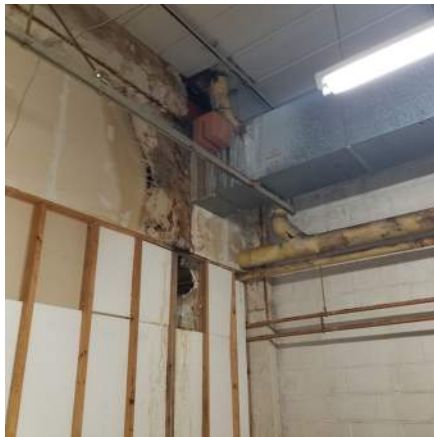
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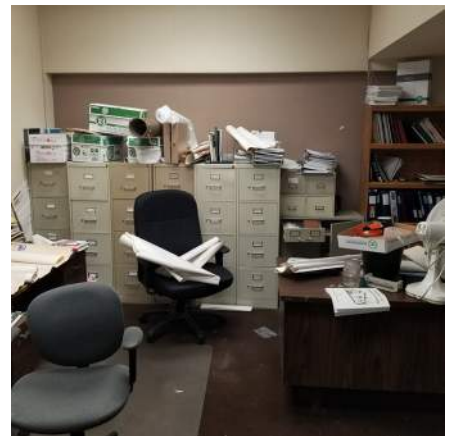
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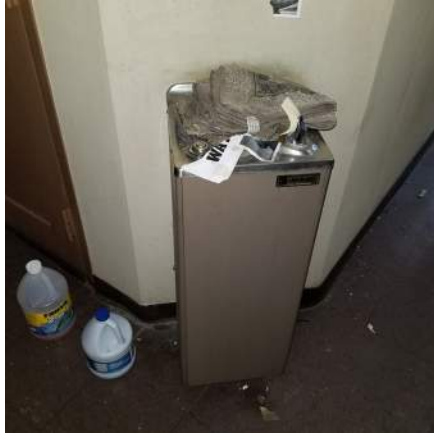
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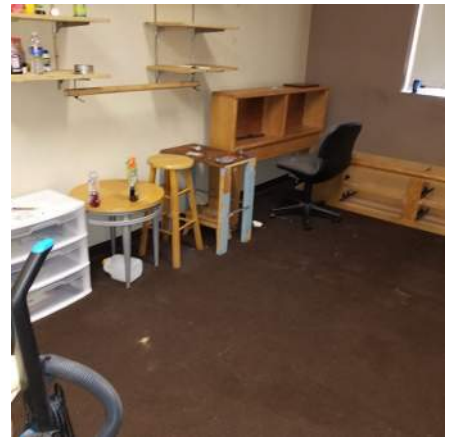
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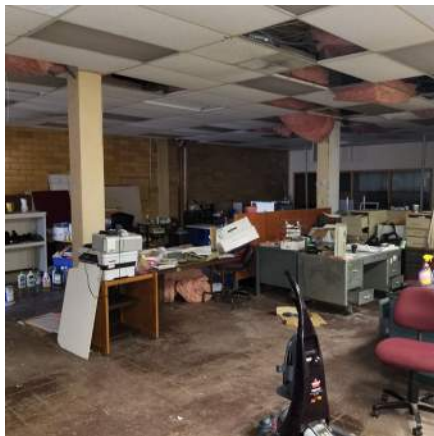
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7th Avenue East Redevelopment TIF District | Parcel C: 2515 7th Ave E, North St. Paul, MN



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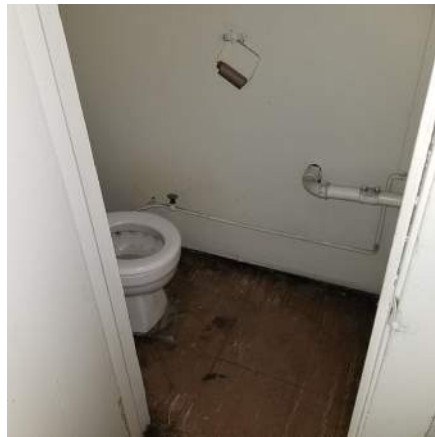
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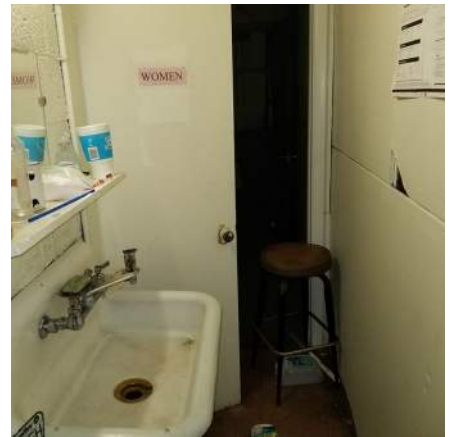
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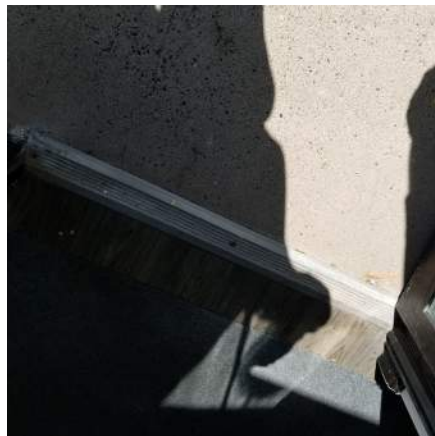
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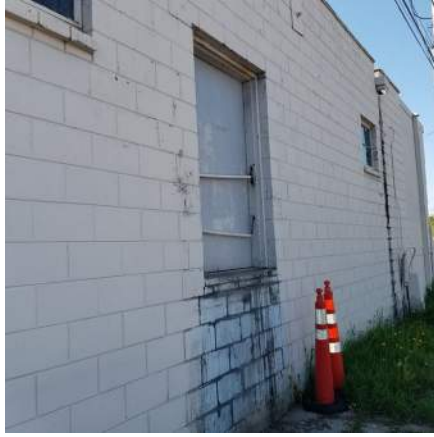


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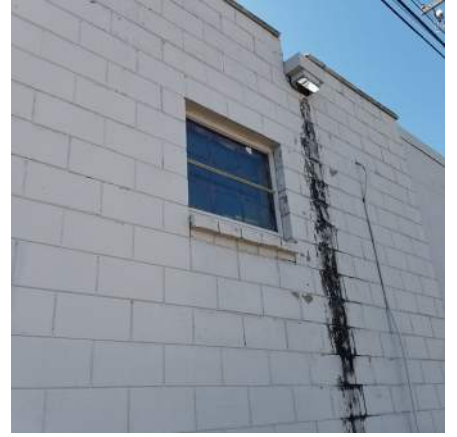
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Prepared by:



701 Washington Avenue North, Suite 200, Minneapolis, MN 55401

[LHBcorp.com](http://LHBcorp.com)

LHB Project No. 220761.00



EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE CITY  
OF NORTH ST. PAUL, MINNESOTA

HELD: NOVEMBER 1, 2022

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of North St. Paul, Ramsey County, Minnesota, was duly called and held at the City Hall, in said City on November 1, 2022, at 6:30 P.M.

The following members of the Council were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2022-xxx

RESOLUTION ESTABLISHING TAX INCREMENT FINANCING  
(REDEVELOPMENT) DISTRICT NO. 4-12 WITHIN DEVELOPMENT  
DISTRICT NO. 4; APPROVING THE TAX INCREMENT FINANCING PLAN  
THEREFOR; AND AUTHORIZING AN INTERFUND LOAN

A. WHEREAS, it has been proposed that the City of North St. Paul, Minnesota (the "City") (1) establish Tax Increment Financing (Redevelopment) District No. 4-12 (the "TIF District") within Development District No. 4; (2) approve and adopt the proposed Tax Increment Financing Plan therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); and (3) authorize an Interfund Loan (hereinafter defined); and

B. WHEREAS, the City Council has investigated the facts and has caused to be prepared a proposed tax increment financing plan for the TIF District (the "TIF Plan"); and

C. WHEREAS, the City has performed all actions required by law to be performed prior to the approval of the establishment of the TIF District and the adoption of the TIF Plan, including, but not limited to, notification of Ramsey County and Independent School District No. 622 having taxing jurisdiction over the property to be included in the TIF District and the holding of a public hearing upon published and mailed notice as required by law.

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

1. Tax Increment Financing (Redevelopment) District No. 4-12. There is hereby established in the City within Development District No. 4, Tax Increment Financing (Redevelopment) District No. 4-12, a redevelopment tax increment financing district, the initial boundaries of which are fixed and determined as described in the TIF Plan.

2. Tax Increment Financing Plan. The TIF Plan is adopted as the TIF Plan for the TIF District, and the City Council makes the following findings:

(a) The TIF District is a redevelopment district as defined in Minnesota Statutes, Section 469.174, Subd. 10, the specific basis for such determination is set forth in Section E of the TIF Plan.

(b) The proposed redevelopment in the opinion of the City Council, would not occur solely through private investment within the reasonably foreseeable future. The reasons supporting this finding are found in Section J(2) of the TIF Plan.

(c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are set forth in Section J(2) and Exhibit V of the TIF Plan.

(d) The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City as a whole. The reasons for supporting this finding are found in Section J(4) of the TIF Plan.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Development District No. 4 by private enterprise. The reasons supporting this finding are found in Section J(3) of the TIF Plan.

(f) Section J and Exhibit V of the TIF Plan are incorporated herein by reference.

3. Tax Increment Computation. The City elects the tax increment computation set forth in Minnesota Statutes, Section 469.177, Subd. 3(b).

4. Public Purpose. The adoption of the TIF Plan for the TIF District within Development District No. 4 conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities, to help prevent the emergence of blight, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

5. Certification. The Auditor of Ramsey County is requested to certify the original net tax capacity of the TIF District as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Manager is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

6. Filing. The City Manager is further authorized and directed to file a copy of the TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

7. Interfund Loan. The City has determined that it may pay for certain costs (the "Qualified Costs") identified in the TIF Plan which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made (the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):

(a) The City shall repay to the Fund from which the Qualified Costs are initially paid, the principal amount of \$1,766,728 (or, if less, the amount actually paid from such fund) together with interest at 4.00% per annum (which is not more than the greater of (i) the rate specified under Minnesota Statutes, Section 270C.40, or (ii) the rate specified under Minnesota Statutes, Section 549.09) from the date of the payment.

(b) Principal and interest on the Interfund Loan ("Payments") shall be paid annually on each December 31 commencing with the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

(c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding twelve (12) months with respect to the TIF District and remitted to the City by Ramsey County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.

(d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs

incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

The motion for adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against the same:

Adopted this 1<sup>st</sup> day of November, 2022.

\_\_\_\_\_  
Terrence J. Furlong Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager/ Clerk

STATE OF MINNESOTA  
RAMSEY COUNTY  
CITY OF NORTH ST. PAUL

I, the undersigned, being the duly qualified and acting Manager of the City of North St. Paul, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the establishment of Tax Increment Financing (Redevelopment) District No. 4-12 in the City.

WITNESS my hand this 1<sup>st</sup> day of November, 2022.

---

Brian Frandle, City Manager

TIF ASSISTANCE AGREEMENT

BY AND BETWEEN

THE CITY OF NORTH ST. PAUL, MINNESOTA

AND

2515 NSP, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP  
2200 IDS Center  
80 South 8th Street  
Minneapolis, Minnesota 55402

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## TIF ASSISTANCE AGREEMENT

THIS AGREEMENT, made as of the 1st day of November, 2022, by and between the City of North St. Paul, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and 2515 NSP, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has formed Development District No. 4 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created within the Development District, Tax Increment Financing (Redevelopment) District No. 4-12 (Lillie Building Redevelopment) (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project will be undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

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:

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

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;

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

Consultant means the City's municipal advisor;

County means Ramsey County, Minnesota;

Developer means 2515 NSP, LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property described in the Development Program for Development District No. 4;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

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

Legal and Administrative Expenses means the out-of-pocket actual fees and expenses incurred by the City in connection with the adoption of the Tax Increment Financing Plan and the preparation of this Agreement and the issuance of the Tax Increment Note;

Note Payment Date means August 1, 2025, and each February 1 and August 1 of each year thereafter to and including February 1, 2051; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the acquisition and demolition of existing substandard buildings and the construction of an approximately 82-unit multifamily apartment building consisting of studio and

one- and two-bedroom floor plans with structured parking to be located on the Development Property;

Site Improvements means the site improvements to be undertaken on the Development Property as identified on Exhibit C attached hereto;

Stabilization means when the Project is at least 90% leased;

State means the State of Minnesota;

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

Tax Increment District means Tax Increment Financing (Redevelopment) District No. 4-12, located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a redevelopment district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on Tuesday, November 1, 2022, and any future amendments thereto;

Tax Increment Note or Note means the Tax Increment Revenue Note (2515 NSP, LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B;

Tax Increments means, through and including February 1, 2040, 90% and, thereafter, 80% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177, which tax increments from the Development Property are calculated in the sole discretion of the City;

Termination Date means the earlier of (i) February 1, 2051, (ii) the date the Tax Increment Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, acts of terrorism, fire or other casualty to the Project, unavailability of materials or delays in delivery of materials for the construction of the Project, the soil conditions of the Development Property, 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) which directly result in delays.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES

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

- (1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The Tax Increment District is a "redevelopment district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 10, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.
- (3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.
- (4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and for Site Improvements in connection with the Project as further provided in this Agreement.
- (5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

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

- (1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.
- (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) The Developer will obtain, or cause to be obtained, in a timely manner, 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 before the balance of the Project may be lawfully constructed.
- (4) 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.

(5) The Developer will fully cooperate with the City with respect to any litigation commenced with respect to the Project.

(6) The Developer will fully cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) Construction of the Project will commence on or before December 31, 2023, and barring Unavoidable Delays the Project will be substantially completed by December 31, 2025.

(8) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Site Improvements as provided in Article III.

ARTICLE III.

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Site Improvements and Development Property. The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of acquisition of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (1) \$5,300,000, or (2) the costs of acquisition of the Development Property and the construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured and is continuing.

Section 3.3 Reimbursement: Tax Increment Note. The City shall reimburse the Developer for the costs identified in Section 3.1 through the issuance of the City's Tax Increment Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The Tax Increment Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project has been substantially completed and that the Developer has incurred and paid the costs of the acquisition of the Development Property and of the construction of Site Improvements, as described in and limited by Section 3.1 and shall have submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the Tax Increment Note shall bear simple, non-compounding interest from the date of issuance of the Tax Increment Note, at 4.25% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the Tax Increment Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the Tax Increment Note, the City shall pay, against the principal and interest outstanding on the Tax Increment Note, Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied first to accrued interest and then to reduce the principal of the Tax Increment Note.

(5) The Tax Increment Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the Tax Increment Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the Tax Increment Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be

paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the Tax Increment Note.

(6) The City's obligation to make payments on the Tax Increment Note on any Note Payment Date or any date thereafter 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 and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The Tax Increment Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the Tax Increment Note and the terms of this Section 3.3, the terms of the Tax Increment Note shall govern. The issuance of the Tax Increment Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the Tax Increment Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4 Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that, so long as it owns all or any portion of the Development Property, prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date; and

(4) It will not seek a reduction in the market value as determined by the Ramsey County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the Tax Increment Note remains outstanding.

Section 3.5 Look Back and Reduction of TIF Assistance. The financial assistance to be provided to the Developer pursuant to this Agreement is based on certain assumptions regarding the projected costs and expenses associated with constructing the Project (as provided in the Pro Forma attached as Exhibit D). The City and Developer agree that those assumptions will be reviewed at the time of completion of construction of the Project.

(1) At the time of completion of construction of the Project, if the aggregate amount of Site Improvement costs incurred, less any grant proceeds received relating to such costs, is less than the aggregate amount of Site Improvement costs projected in Exhibit D, the TIF assistance for Site Improvement costs will be reduced on a dollar for dollar basis in the amount of such deficiency and the principal amount of the TIF Note will be adjusted accordingly. With regard to costs of the Project, excluding Site Improvement costs, the principal amount of the TIF Note will be reduced on a dollar for dollar basis for the actual total Project costs projected in Exhibit D as calculated at the time of completion of construction and based upon actual documented costs.

(2) Upon Stabilization, the amount of the tax increment financing assistance provided pursuant to this Agreement will be subject to adjustment based on a targeted cumulative average annual cash on cash return of 10%. Within sixty (60) days of Stabilization, the Developer must deliver to the Consultant evidence of its annual cash on cash return. The cash on cash return shall be calculated by the Consultant based on the Developer's pro forma financial statement submitted to the Consultant (to be calculated in a manner comparable to the sample attached as Exhibit E (cumulative cash flow divided by number of years of cash flow, assuming 95% occupancy)).

If the annual cash on cash return exceeds 10%, then the principal amount of the TIF Note issued to the Developer will be reduced to an amount that shows a stabilized cash on cash return of 10% over the new term of the TIF Note, in which case the Developer shall deliver the TIF Note in exchange for a new TIF Note in the adjusted principal amount upon the City's written request.

Section 3.6 Property Sale or Refinance. If the Developer sells the Project to an unrelated third party or refinances the Project (provided, however, the placement of initial construction debt, or permanent debt on the Project and the Development Property will not constitute a refinance giving rise to the review as described in this Section) during the first 10 years of the term of this Agreement, the Developer agrees to provide to the Consultant reasonable background documentation related to Project income and expenses for the period from the date of this Agreement through such sale or refinance date. If the Consultant determines, based on such review, that the average actual profit realized by the Developer has exceeded an annual 15% internal rate of return during that period of up to 10 years (to be calculated in a manner comparable to the sample attached as Exhibit E), then 50% of the excess amount of such average profit over the annual 15% internal rate of return will be applied to reduce the amount payable under the TIF Note and the principal amount of the TIF Note will be reduced accordingly. Such reduction will be effective upon delivery to Developer of a written notice stating the amount of such excess profit as determined by the City in accordance with this Section, accompanied by the Consultant's report. Developer shall have an opportunity to review such calculation and Consultant report for manifest error.

Section 3.7 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date, the Developer shall not transfer

fee title to the Project or any part thereof or any fee interest therein (which, for the sake of clarity, shall not apply to leasehold interests), without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

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

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or Developer's fee title to the Project.

Section 3.8 Legal and Administrative Expenses. The Developer shall pay all Legal and Administrative Expenses incurred by the City within 30 days of the receipt of an invoice from the City.

## 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 and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If 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) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) 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 sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within said thirty (30) days,

the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible, but in any event not to exceed sixty (60) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure the Event of Default and continue its performance under this Agreement, and no interest shall accrue on the Tax Increment Note while performance is suspended in accordance with this Section 4.2.

(2) The City may cancel and rescind the Agreement.

(3) The City 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 members of the Developer and any lenders providing financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the relevant cure period set forth above in the event the Developer fails to cure such Events of Default.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City 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 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, 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, provided that the foregoing

indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(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 aforesaid 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; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "redevelopment district" under Section 469.174, Subdivision 10, of the Act and Section 469.176, Subdivision 4(j). or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4(j).

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

#### Section 4.7 Developer's Option to Terminate Agreement.

(1) This Agreement may be terminated by Developer if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer that such noncompliance will be cured as soon as reasonably possible.

(2) Termination of this Agreement pursuant to Section 4.7(1) must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

(3) If this Agreement is terminated pursuant to this Section 4.7, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Section 4.7, the Developer shall be free to proceed with the Project at their own expense and without regard to the

provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.3, or to make any further payments on the TIF Note (but the termination of such obligations is not intended to relieve the City for any damages to Developer caused by the City's failure to comply with its obligations under this Agreement or the TIF Note).

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 during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a rental housing facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City 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 the 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 City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 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

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

2515 NSP, LLC  
2720 Fairview Avenue, Suite 200  
Roseville, MN 55113

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of North St. Paul, Minnesota  
Attention: City Manager  
North St. Paul City Hall  
2400 Margaret Street North  
North St. Paul, MN 55109

with a copy to:

Taft Stettinius & Hollister LLP  
Attention: Mary Ippel  
2200 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402

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

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. 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 5.9 Assignability of Tax Increment Note. The Tax Increment Note may only be assigned pursuant to the terms of the Tax Increment Note and shall not be unreasonably withheld.

IN WITNESS WHEREOF, the City 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.

CITY OF NORTH ST. PAUL, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its Manager

This is a signature page to the TIF Assistance Agreement by and between the City of North St. Paul and 2515 NSP, LLC.

2515 NSP, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its Manager

This is a signature page to the TIF Assistance Agreement by and between the City of North St. Paul and 2515 NSP, LLC.

EXHIBIT A

Description of Development Property

Property located in the City of North St. Paul, Ramsey County, Minnesota with the following description

Street Address	Parcel ID	Legal Description
TBD	122922420120	NORTH ST PAUL PROPER, RAMSEY C LOTS 1 & LOT 2 BLK 19
2509 7th Avenue East	122922420096	NORTH ST PAUL PROPER, RAMSEY C EX E 25 FT LOT 6 AND ALL OF LOTS 3 THRU LOT 5 BLK 19
2515 7th Avenue East	122922420097	NORTH ST PAUL PROPER, RAMSEY C E 25 FT OF LOT 6 AND ALL OF LOTS 7 AND LOT 8 BLK 19
2517 7th Avenue East	122922420098	NORTH ST PAUL PROPER, RAMSEY C E 25 FT OF LOT 6 AND ALL OF LOTS 7 AND LOT 8 BLK 19

:

EXHIBIT B

Form of Tax Increment Note

No. R-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY  
CITY OF NORTH ST. PAUL

TAX INCREMENT REVENUE NOTE  
(2515 NSP, LLC PROJECT)

The City of North St. Paul, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to 2515 NSP, LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$5,300,000 as provided in that certain TIF Assistance Agreement, dated as of November 1, 2022 as the same may be amended from time to time (the "TIF Assistance Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of 4.25% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2025, and on each February 1 and August 1 thereafter to and including February 1, 2051 or, if the first should not be a Business Day (as defined in the TIF Assistance Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City 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 of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six (6) month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from, throughout and including February 1, 2040, 90% of tax increments and, thereafter, 80% of tax increments (the "Tax Increments") derived from the Development Property within the City's Tax Increment Financing (Redevelopment) District No. 4-12 (the "Tax Increment District") within its Development District No. 4 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or

supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the TIF Assistance Agreement under Section 4.2(2) thereof, the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the TIF Assistance Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the TIF Assistance Agreement the City elects to cancel and rescind the TIF Assistance Agreement, the City 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, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

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

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. 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 City outstanding on the date hereof and on the date of

its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of North St. Paul, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and Manager and has caused this Note to be dated as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Mayor

**DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR LAND ACQUISITION AND SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).**

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of 2515 NSP, LLC, 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 CITY MANAGER</u>
2515 NSP, LLC 2720 Fairview Avenue, Suite 200 Roseville, MN 55113		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## EXHIBIT C

### Site Improvements

Demolition  
Engineering  
Environmental Testing  
Foundations and Footings  
Grading/earthwork  
Landscaping, including irrigation  
Onsite Utilities  
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements  
Outdoor Lighting  
Parking  
Site Preparation  
Site Utilities  
Soil Testing & Boring  
Storm Water/Ponding  
Survey

## EXHIBIT D Pro Forma

<b>Residential</b>	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Base Rent (2% growth)	836,615	1,715,062	1,749,363	1,784,350	1,820,037	1,856,438	1,893,567	1,931,438	1,970,067	2,009,468
Other Income	354,370	399,160	403,639	411,712	419,946	428,345	436,912	445,650	454,563	463,654
Vacancy (5%)			(107,650)	(109,803)	(111,999)	(114,239)	(116,524)	(118,854)	(121,231)	(123,656)
<b>Residential EGI</b>	<b>1,190,985</b>	<b>2,114,222</b>	<b>2,045,352</b>	<b>2,086,259</b>	<b>2,127,984</b>	<b>2,170,544</b>	<b>2,213,954</b>	<b>2,258,234</b>	<b>2,303,398</b>	<b>2,349,466</b>
Expenses (3% growth)	(400,570)	(412,587)	(424,965)	(437,714)	(450,845)	(464,370)	(478,302)	(492,651)	(507,430)	(522,653)
Management Fee	(35,730)	(63,427)	(61,361)	(62,588)	(63,840)	(65,116)	(66,419)	(67,747)	(69,102)	(70,484)
Replacement Reserves	(20,500)	(20,500)	(20,500)	(20,500)	(20,500)	(20,500)	(20,500)	(20,500)	(20,500)	(20,500)
Property Taxes (2% growth)	(11,808)	(30,110)	(30,713)	(31,327)	(31,953)	(32,592)	(33,244)	(33,909)	(34,587)	(35,279)
TIF Payments	-	-	-	-	-	-	-	-	-	-
<b>Residential NOI</b>	<b>722,378</b>	<b>1,587,597</b>	<b>1,507,814</b>	<b>1,534,130</b>	<b>1,560,846</b>	<b>1,587,964</b>	<b>1,615,490</b>	<b>1,643,427</b>	<b>1,671,779</b>	<b>1,700,550</b>
<b>Retail</b>										
Base Rent	37,500	37,500	37,500	37,500	37,500	38,250	38,250	38,250	38,250	38,250
CAM/Tax Reimbursement	22,800	23,256	23,721	24,196	24,679	25,173	25,677	26,190	26,714	27,248
Vacancy (5%)	(3,015)	(3,038)	(3,061)	(3,085)	(3,109)	(3,171)	(3,196)	(3,222)	(3,248)	(3,275)
<b>Retail EGI</b>	<b>57,285</b>	<b>57,718</b>	<b>58,160</b>	<b>58,611</b>	<b>59,070</b>	<b>60,252</b>	<b>60,730</b>	<b>61,218</b>	<b>61,716</b>	<b>62,223</b>
CAM/TAX Expenses (2% growth)	(7,425)	(7,574)	(7,725)	(7,879)	(8,037)	(8,198)	(8,362)	(8,529)	(8,700)	(8,874)
Management Fee (3%)	(1,809)	(1,823)	(1,837)	(1,851)	(1,865)	(1,903)	(1,918)	(1,933)	(1,949)	(1,965)
Reserves	(375)	(375)	(375)	(375)	(375)	(375)	(375)	(375)	(375)	(375)
Property Taxes (2% growth)	(6,000)	(15,300)	(15,606)	(15,918)	(16,236)	(16,561)	(16,892)	(17,230)	(17,575)	(17,926)
<b>Retail NOI</b>	<b>41,676</b>	<b>32,647</b>	<b>32,617</b>	<b>32,587</b>	<b>32,557</b>	<b>33,215</b>	<b>33,183</b>	<b>33,151</b>	<b>33,117</b>	<b>33,083</b>
<b>COMBINED NOI</b>	<b>764,054</b>	<b>1,620,244</b>	<b>1,540,431</b>	<b>1,566,718</b>	<b>1,593,402</b>	<b>1,621,180</b>	<b>1,648,673</b>	<b>1,676,577</b>	<b>1,704,896</b>	<b>1,733,633</b>
<i>DSCR on Net Operating Income</i>	<i>0.72</i>	<i>1.52</i>	<i>1.21</i>	<i>1.23</i>	<i>1.25</i>	<i>1.27</i>	<i>1.29</i>	<i>1.31</i>	<i>1.34</i>	<i>1.36</i>
Debt Service	(1,063,478)	(1,063,478)	(1,275,218)	(1,275,218)	(1,275,218)	(1,275,218)	(1,275,218)	(1,275,218)	(1,275,218)	(1,275,218)
Draw on Interest Reserve										
Gross Loan Refinance Proceeds			-							
<b>Cash Flow</b>	<b>(299,425)</b>	<b>556,766</b>	<b>265,213</b>	<b>291,500</b>	<b>318,184</b>	<b>345,962</b>	<b>373,455</b>	<b>401,359</b>	<b>429,678</b>	<b>458,415</b>
Estimated Value	24,739,684	24,739,684	30,156,277	30,682,609	31,216,919	31,759,288	32,309,800	32,868,536	33,435,576	30,919,092
Loan Balance (end of year)	17,724,640	17,724,640	17,506,979	17,275,894	17,030,555	16,770,085	16,493,550	16,199,958	15,888,258	15,557,334
<i>Loan to Value (end of year)</i>	<i>71.6%</i>	<i>71.6%</i>	<i>58.1%</i>	<i>56.3%</i>	<i>54.6%</i>	<i>52.8%</i>	<i>51.0%</i>	<i>49.3%</i>	<i>47.5%</i>	<i>50.3%</i>
Principal Paid Down	-	-	217,661	231,085	245,338	260,470	276,536	293,592	311,700	330,925
Project Cost	25,665,566		25,665,566							
Deferred Fees	-		-							
Cash Equity	(7,940,926)		(7,940,926)							
Total Equity	(7,940,926)		(7,940,926)							
Loan Amount	17,724,640		17,724,640							
CAP Rate on Sale		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.50%
Broker Fee on Sale	1.00%	247,397	301,563	306,826	312,169	317,593	323,098	328,685	334,356	309,191
Gross Profit on Sale		6,767,648	12,347,735	13,099,890	13,874,194	14,671,610	15,493,152	16,339,892	17,212,962	15,052,568
Cash on Cash Return	-3.8%	7.0%	3.3%	3.7%	4.0%	4.4%	4.7%	5.1%	5.4%	5.8%
Average	4.0%									

D-1

## EXHIBIT E

### Modified Internal Rate of Return

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Project cost</b>											
Land	\$ 1,650,000										
Predevelopment	\$ 898,000										
Construction	\$ 18,784,576										
Offsite	\$ 200,000										
Financing Fees	\$ 250,800										
Governmental Fees	\$ 285,000										
Legal/Professional Fees	\$ 75,000										
Developer fee	\$ 767,190										
Other Costs	\$ 2,755,000										
Subtotal	\$ 25,665,566	\$ -	\$ -								
<b>Less</b>											
Public Assistance - Non TIF	\$ -	\$ -									
Public Assistance - TIF	\$ -	\$ -	\$ (167,443)	\$ (234,066)	\$ (238,747)	\$ (243,522)	\$ (248,393)	\$ (253,361)	\$ (258,428)	\$ (263,596)	\$ (268,868)
<b>Total Cost</b>	\$ 25,665,566	\$ -									
<b>Return</b>											
Residential Net Operating Income		\$ -	\$ 722,378	\$ 1,587,597	\$ 1,507,814	\$ 1,534,130	\$ 1,560,846	\$ 1,587,964	\$ 1,615,490	\$ 1,643,427	\$ 1,671,779
Retail Net Operating Income			\$ 41,676	\$ 32,647	\$ 32,617	\$ 32,587	\$ 32,557	\$ 33,215	\$ 33,183	\$ 33,151	\$ 33,117
<b>Combined Project Net Operating Income</b>	\$ -	\$ -	\$ 764,054	\$ 1,620,244	\$ 1,540,431	\$ 1,566,718	\$ 1,593,402	\$ 1,621,180	\$ 1,648,673	\$ 1,676,577	\$ 1,704,896
Net Sales Proceeds (5% exit cap rate)											\$ 34,097,921
<b>Annual Cashflow</b>	\$ (25,665,566)	\$ -	\$ 931,497	\$ 1,854,310	\$ 1,779,179	\$ 1,810,240	\$ 1,841,795	\$ 1,874,540	\$ 1,907,101	\$ 1,940,174	\$ 36,071,686
IRR (10Yr) Before Subsidy reimbursement	8.05%										
Less: Public Subsidy reduction to 15% IRR	\$ (25,665,566)	\$ -	\$ 931,497	\$ 1,854,310	\$ 1,779,179	\$ 1,810,240	\$ 1,841,795	\$ 1,874,540	\$ 1,907,101	\$ 1,940,174	\$ 36,071,686
Net IRR to developer	8.05%										
Add 50% of subsidy reduction											\$ -
<b>Net Cash Flow Developer</b>	\$ (25,665,566)	\$ -	\$ 931,497	\$ 1,854,310	\$ 1,779,179	\$ 1,810,240	\$ 1,841,795	\$ 1,874,540	\$ 1,907,101	\$ 1,940,174	\$ 36,071,686
<b>Net Cash Flow City</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXTRACT OF MINUTES OF MEETING  
OF THE CITY COUNCIL OF THE  
CITY OF NORTH ST. PAUL, MINNESOTA

HELD: November 1, 2022

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of North St. Paul, Ramsey County, Minnesota, was duly called and held at the City Hall, in said City on November 1, 2022, at 6:30 P.M.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2022-xxx

RESOLUTION AUTHORIZING EXECUTION  
OF A TIF ASSISTANCE AGREEMENT

A. WHEREAS, 2515 NSP, LLC, a Minnesota limited liability company (the "Developer") has requested the City of North St. Paul, Minnesota (the "City") to assist with the financing of certain costs incurred in connection with the acquisition and demolition of existing substandard buildings and the construction of an approximately 82-unit multifamily apartment building consisting of studio and one- and two-bedroom floor plans with structured parking by the Developer in the City (the "Project"); and

B. WHEREAS, the Developer and the City have determined to enter into a TIF Assistance Agreement providing for the City's tax increment financing assistance for the Project (the "TIF Assistance Agreement").

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

1. The City Council hereby approves the TIF Assistance Agreement in substantially the form submitted, and the Mayor and City Manager are hereby authorized and directed to execute the TIF Assistance Agreement on behalf of the City.

2. The approval hereby given to the TIF Assistance Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the TIF Assistance Agreement. The execution of the TIF Assistance Agreement by the appropriate officer or

officers of the City shall be conclusive evidence of the approval of the TIF Assistance Agreement in accordance with the terms hereof.

The motion for adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this 1<sup>st</sup> day of November, 2022.

\_\_\_\_\_  
Terrence J. Furlong, Mayor

Attest: \_\_\_\_\_  
Brian Frandle, City Manager/ Clerk

STATE OF MINNESOTA  
COUNTY OF RAMSEY  
CITY OF NORTH ST. PAUL

I, the undersigned, being the duly qualified and acting City Manager of the City Council of the City of North St. Paul, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing Execution of a TIF Assistance Agreement.

WITNESS my hand as such City Manager of the City Council of the City of North St. Paul, Minnesota this 1<sup>st</sup> day of November, 2022.

\_\_\_\_\_  
City Manager

## **Public invited to comment on future use of unmanned aerial vehicles by the North St. Paul Police Department**

The North St. Paul Police Department is establishing a program to use unmanned aerial vehicles (UAV), also known as drones, to assist with public safety and emergency response. This is similar to programs put in place by more than 70 law enforcement agencies throughout the state of Minnesota.

The North St. Paul Police Department invites the public to comment about the uses of unmanned aerial vehicles, commonly referred to as drones, by the North St. Paul Police.

To date, the North St. Paul Police Department has not deployed or purchased a drone. The North St. Paul Police Department plans to join numerous other law enforcement agencies in Minnesota in use of the technology in 2023.

Drones may be used in the future for training purposes and other public safety operations. For example, they are equipped with a thermal imaging camera that can be used for locating missing or vulnerable people outdoors through heat signatures. Other potential applications include assisting with fugitive searches, documenting severe weather damage and various public displays and community events.

During the 2020 regular legislative session, the Minnesota Legislature established Minnesota State Statute 626.19, which requires the law enforcement agencies to provide an opportunity for public comment prior to the purchase or use of a drone. You may offer comments in the following ways:

- Email comments to: [NSPUAV@northstpaul.org](mailto:NSPUAV@northstpaul.org)
- Mail written comments to:

North St. Paul Police Department  
ATTN: UAV Public Comments  
2400 Margaret Street  
North St. Paul, MN 55109

- In-person comments at the North St. Paul City Council Meeting at 6:30p.m. on Tuesday, November 1, 2022.



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # X.A**

City Business Action Items & Recommendations

**Subject**

Unmanned Aerial Vehicles (UAV)

**Background/Facts**

The North St. Paul Police Department is establishing a program to use unmanned aerial vehicles (UAV), also known as drones, to assist with public safety and emergency response. In 2021, 76 law enforcement agencies in Minnesota operated unmanned aerial vehicle programs. Additional agencies throughout the state and country are incorporating this public safety tool. Unmanned aerial vehicles increase the efficiency and effectiveness of public safety emergency operations and enhance the preservation of life.

The City's use of unmanned aerial vehicles will be guided by Minnesota State Statute 626.19. Minnesota State Statute 626.19 became effective August 1, 2020. This statute governs the use of unmanned aerial vehicles by law enforcement agencies in the state. It applies to all aspects of UAV use, such as data collection and retention, training, reporting requirements, and response to public safety emergencies.

All UAV uses will be reported annually to the Minnesota Bureau of Criminal Apprehension (BCA). In addition to the use of a UAV pursuant to a search warrant, other examples of how a UAV may be used include (Minn. Stat. § 626.19):

- During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- Over a public event where there is a heightened risk to the safety of participants or bystanders.
- To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- To conduct a threat assessment in anticipation of a specific event.
- To collect information from a public area if there is reasonable suspicion of criminal activity.

- To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- Over a public area for officer training or public relations purposes.
- For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

Unmanned aerial vehicles will not be used in the following situations:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- The UAV shall not be weaponized (Minn. Stat. § 626.19).
- Unless authorized by a warrant, a UAV shall not be deployed with facial recognition technology (Minn. Stat. § 626.19).

Minnesota State Statute 626.19 requires that prior to a law enforcement agency purchasing or using a UAV, the entity must provide an opportunity for public comment. The city of North St. Paul announced the proposed UAV program on the city website and invited the public to submit comments on the proposed UAV program via US mail, or email on 10/21/2022. The notification also invited the community to the scheduled North St. Paul City Council meeting on 11/1/2022, to comment in person.

Law enforcement agencies across the state have utilized UAV's because of the beneficial impact on public safety. The ability to gather information in response to such things as real-time emergencies, missing persons, crime scene documentation, fugitive searches, assessing severe weather damage, community events, and traffic accident mapping, has shown tremendous value.

Lastly, drones will only be deployed pursuant to the attached policy and drones will never be used for random surveillance activity. Each drone deployment will be documented by the North St. Paul Police Department and all drone use information will be reported annually to the Minnesota Department of Public Safety.

## Recommended Action

## Attachments

1. NSPPD Policy 606 Unmanned Aerial Vehicles 10272022
2. Public Comment City News UAV 10.21.2022

Respectfully submitted,  
Phil Baebenroth, Police Chief

## Unmanned Aerial Vehicles

### 606.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial vehicle (UAV) and for the storage, retrieval, and dissemination of images and data captured by the UAV (Minn. Stat. § 626.19).

#### 606.1.1 DEFINITIONS

Definitions related to this policy include:

**Unmanned Aerial Vehicle (UAV)** - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as a drone), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).

### 606.2 POLICY

Unmanned aerial vehicles may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAV will be in accordance with Minn. Stat. § 626.19 Subd. 4 and Federal Aviation Administration (FAA) regulations.

Unmanned department aircrafts may be flown under two FAA regulatory authorizations:

- (a) Per the conditions of a Certificate of Authorization (COA); or
- (b) Under Title 14 of the Code of Federal Regulations, Part 107 – commercial regulations.

### 606.3 PRIVACY

The use of the UAV potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy.

The department will further protect privacy considerations by ensuring that all data collected are properly classified under Minn. Stat. 626.19, subd. 6, and by ensuring that no private data is improperly released or retained.

### 606.4 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAV program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

# North St. Paul Police Department

## Policy Manual

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- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current.
- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAV.
- Developing an operational protocol governing the deployment and operation of a UAV, including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions according to Minn. Stat. § 626.19 Subd.5.
- Developing a UAV inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAV, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAV.
- Developing protocols for reviewing and approving requests for use of the department UAV by government entities (Minn. Stat. § 626.19).
- Preparing and submitting the required annual report to the Commissioner of Public Safety (Minn. Stat. § 626.19).
- Posting the department policies regarding the use of UAV on the department website, as applicable (Minn. Stat. § 626.19).
- Reviewing the program and UAV use for compliance with Minn. Stat. § 626.19.

#### **606.5 USE OF UAV**

Deployment of a UAV shall require authorization from the Shift Sergeant or Chief of Police. Deployment must comply with North St. Paul Police Department policy and state statute. Only authorized operators who have completed the required training shall be permitted to operate the UAV.

Members shall not use a UAV without a search warrant, except in the following authorized warrantless uses (Minn. Stat. § 626.19):

- (a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- (b) Over a public event where there is a heightened risk to the safety of participants or bystanders.

## *Unmanned Aerial Vehicles*

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- (c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- (d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- (e) To conduct a threat assessment in anticipation of a specific event.
- (f) To collect information from a public area if there is reasonable suspicion of criminal activity.
- (g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- (h) Over a public area for officer training or public relations purposes.
- (i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

### 606.5.1 DOCUMENTATION

Each use of a UAV should be properly documented by providing the following (Minn. Stat. § 626.19):

- (a) A unique case number
- (b) A factual basis for the use of a UAV
- (c) The authorized use of the UAV under this policy, unless a warrant was obtained.

### 606.6 PROHIBITED USE

The UAV video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

The UAV shall not be weaponized (Minn. Stat. § 626.19).

#### 606.6.1 ADDITIONAL PROHIBITIONS

Unless authorized by a warrant, a UAV shall not be deployed with facial recognition or biometric-matching technology (Minn. Stat. § 626.19).

Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAV shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).

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### **606.7 RETENTION OF UAV DATA**

Data collected by the UAV shall be disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19). Data not including any identifying, protected or non-public data may be kept for training purposes only.

### **606.8 REPORTING**

By January 15th of each year, the Chief of Police, or designee, shall report to the commissioner of public safety the following information for the preceding calendar year:

- (a) The number of times a UAV was deployed without a search warrant issued under this chapter, including the date of deployment and the authorized use of the UAV.
- (b) The total cost of the agency's UAV program.

## **Public invited to comment on future use of unmanned aerial vehicles by the North St. Paul Police Department**

The North St. Paul Police Department is establishing a program to use unmanned aerial vehicles (UAV), also known as drones, to assist with public safety and emergency response. This is similar to programs put in place by more than 70 law enforcement agencies throughout the state of Minnesota.

The North St. Paul Police Department invites the public to comment about the uses of unmanned aerial vehicles, commonly referred to as drones, by the North St. Paul Police.

To date, the North St. Paul Police Department has not deployed or purchased a drone. The North St. Paul Police Department plans to join numerous other law enforcement agencies in Minnesota in use of the technology in 2023.

Drones may be used in the future for training purposes and other public safety operations. For example, they are equipped with a thermal imaging camera that can be used for locating missing or vulnerable people outdoors through heat signatures. Other potential applications include assisting with fugitive searches, documenting severe weather damage and various public displays and community events.

During the 2020 regular legislative session, the Minnesota Legislature established Minnesota State Statute 626.19, which requires the law enforcement agencies to provide an opportunity for public comment prior to the purchase or use of a drone. You may offer comments in the following ways:

- Email comments to: [NSPUAV@northstpaul.org](mailto:NSPUAV@northstpaul.org)
- Mail written comments to:

North St. Paul Police Department  
ATTN: UAV Public Comments  
2400 Margaret Street  
North St. Paul, MN 55109

- In-person comments at the North St. Paul City Council Meeting at 6:30p.m. on Tuesday, November 1, 2022.



**To**

Honorable Mayor Furlong and City Council

**Date**

November 1, 2022

**Agenda Placement # X.B**

City Business Action Items & Recommendations

**Subject**

2020 Street and Utility Improvement Project - Approve Pay Voucher No. 14 and Final

**Background/Facts**

1. The City Council awarded a construction contract for street and utility improvements to the following streets as part of the 2020 Street and Utility Improvement Project (City Project No. S.A.D. 20-01; S.A.P. 151-250-003 / 151-263-005 / 151-247-008):
  - 7th Avenue East from 3<sup>rd</sup> Street North to 1<sup>st</sup> Street North
  - 2<sup>nd</sup> Street North from North St. Paul Drive to approximately 225 feet south of 7<sup>th</sup> Avenue East
  - 1<sup>st</sup> Street North from 7<sup>th</sup> Avenue East to approximately 200 feet south of 7<sup>th</sup> Avenue East
  - 4th Avenue East from 2nd Street North to North St. Paul Drive
  - Alley south of 7th Avenue East between 1st Street North and Helen Street.
  - 3rd Avenue west of Helen Street from the alley to Helen Street.
1. Improvements for the project area included the proposed street reconstruction, concrete curb and gutter, sidewalks, medians, sanitary sewer rehabilitation, watermain replacement, storm sewer improvements, street lighting, landscaping, and other appurtenant work.
2. The final contract total payment amount is approximately 6.48% above the revised contract amount due to additional quantities of line item work being performed as an item-unit construction contract to complete the contract. Eligible Municipal State Aid funded construction as a part of the project comprised most of the additional quantities of work items, including removal and replacement of soils under the roadway that were found to be unsuitable to be replaced and recompact during construction, additional street sweeping for erosion and sediment control, additional driveway work and sidewalk extensions directed by the city on 1st Street south of 7th Avenue, as well as city-directed sidewalk extension on 2nd Street north from the old Workforce Center to 4th Avenue. Additional locally funded work completed included replacing the bituminous pavement on 3<sup>rd</sup> Avenue East between 1<sup>st</sup> Street Alley and Helen Street North (funded by street maintenance funds identified by change order), light bases and 6-inch irrigation conduit along 7<sup>th</sup> Avenue to accommodate the boulevard irrigation system installation which was completed separately outside this construction contract, water main break replacement work, and additional water main and gate valve installations to replace existing failed gate valves to isolate the project limits and minimize disruption to nearby neighborhoods during water main replacement work.

3. The attached letter of recommendation indicates that the quantities completed to date have been reviewed and agreed upon by the contractor, and recommends payment be made for the work completed to this point in the project as a final payment in the amount of \$92,527.08.

- The contractor has provided the following documentation which is on file with the City:
  - Documentation showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 Forms).
  - An affidavit showing that all claims against the contractor by reasons of the Contract have been fully paid or satisfactorily secured (lien waivers).
  - Consent of Surety to Final Payment certification from the contractor's surety.
  - Two-year maintenance bond.

### Recommended Action

To adopt a resolution approving Construction Pay Voucher No. 16 & Final for T.A. Schifsky & Sons, Inc., in the amount of \$92,527.08 for the 2020 Street and Utility Improvement Project (City Project No. S.A.D. 20-01; S.A.P. 151-250-003 / 151-263-005 / 151-247-008).

### Attachments

1. 014391-000 CST LTR VO 16 & FNL CTY-b frandle-110122
2. 014391-000 CST Pay Voucher 16 FINAL-012022-WSB&CTR Signed
3. Res 2022-XXX 2020 SUIP Final Payment

Respectfully submitted,  
Morgan Dawley, City Engineer



November 1, 2022

Mr. Brian Frandle, City Manager  
City of North St. Paul  
2400 Margaret Street  
North St. Paul, MN 55109

Re: Construction Pay Voucher No. 16 & Final and  
Final Project Close-Out Documents  
2020 Street and Utility Improvement Project (City Project  
No. S.A.D. 20-01; S.A.P. 151-250-003 / 151-263-005 / 151-247-008)  
WSB Project No. 014391-000

Dear Mr. Frandle:

Please find enclosed Construction Pay Voucher No. 16 and final for the above-referenced project in the amount of \$92,527.08. This final payment request represents the release of the remaining retainage on the contract. The quantities completed to date have been reviewed and agreed upon by the contractor and WSB. Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

We recommend that the City of North St. Paul approve Construction Pay Voucher No. 16 and final for T.A. Schifsky & Sons, Inc. at the November 1, 2022, City Council meeting. Also enclosed is the documentation required for releasing final payment for the above-referenced project as listed below:

1. Satisfactory showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).
2. Evidence in the form of an affidavit that all claims against the contractor by reasons of the Contract have been fully paid or satisfactorily secured (lien waivers).
3. Consent of Surety to Final Payment certification from the contractor's surety.
4. A two-year maintenance bond.

This project will be considered for acceptance by the City Council on November 1, 2022, and includes a two-year warranty. Upon approval by the City Council and receipt of the above items, final payment in the amount of \$92,527.08 can be released to T.A. Schifsky & Sons, Inc., and the contract for this project will be finalized and closed out.

If you have any questions or comments regarding the enclosed, please contact me at 612.214.7053.

Sincerely,

WSB

Brad A. Reifsteck, PE  
Sr. Project Manager

Enclosures

cc: Jennie Kloos, City of North St. Paul  
Nick Fleischhacker, City of North St. Paul

srb

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

<b>Client:</b> City of North St. Paul 2400 Margaret Street North St Paul, MN 55109-3003	<b>Contractor:</b> T. A. Schifsky & Sons, Inc. 2370 East Hwy. 36 North St. Paul, MN 55109
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<b>WSB Project No.:</b> 014391-000
<b>Client Project No.:</b> City Project No. S.A.D. 20-01
<b>State Project No.:</b> S.A.P. 151-250-003/151-263-005/151-247-008
<b>Federal Project No.:</b>

Contract Amount		Funds Encumbered	
Original Contract	\$4,256,376.67	Original	\$4,256,376.67
Contract Changes	\$88,238.20	Additional	N/A
Revised Contract	\$4,344,614.87	Total	\$4,256,376.67

Work Certified To Date	
Base Bid Items	\$4,544,456.14
Contract Changes	\$81,897.76
Material On Hand	\$0.00
Total	\$4,626,353.90

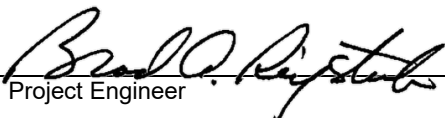
Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$0.00	\$4,626,353.90	\$0.00	\$4,533,826.82	\$92,527.08	\$4,626,353.90
Percent Retained: 0%			Percent Complete: 106.48%		

**FINAL PAY VOUCHER**

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By WSB

Approved By T. A. Schifsky & Sons, Inc.

  
Project Engineer

  
Name

January 20, 2022  
Date

1/20/22  
Date

Approved By City of North St. Paul

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	05/04/2020	\$545,658.25	\$27,282.91	\$518,375.34
2	05/31/2020	\$326,785.40	\$16,339.27	\$310,446.13
3	07/08/2020	\$303,756.65	\$15,187.84	\$288,568.81
4	07/31/2020	\$719,495.60	\$35,974.78	\$683,520.82
5	09/04/2020	\$856,298.58	\$42,814.92	\$813,483.66
6	10/12/2020	\$621,684.10	\$31,084.21	\$590,599.89
7	11/09/2020	\$448,581.50	\$22,429.07	\$426,152.43
8	12/07/2020	\$148,906.55	\$7,445.33	\$141,461.22
9	01/11/2021	\$76,465.00	\$3,823.25	\$72,641.75
10	05/07/2021	\$96,054.05	\$4,802.70	\$91,251.35
11	06/03/2021	\$79,646.80	\$3,982.34	\$75,664.46
12	06/28/2021	\$32,445.90	\$1,622.30	\$30,823.60
13	08/09/2021	\$234,459.72	\$11,722.99	\$222,736.73
14	08/31/2021	\$62,731.60	\$3,136.58	\$59,595.02
15	01/19/2022	\$73,384.20	(\$135,121.41)	\$208,505.61
16	01/20/2022	\$0.00	(\$92,527.08)	\$92,527.08

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Sanitary Local	\$287,017.25	\$0.00	\$281,276.91	\$5,740.34	\$287,017.25
Storm 151-247-008	\$185,379.30	\$0.00	\$181,671.72	\$3,707.58	\$185,379.30
Storm 151-250-003	\$206,069.00	\$0.00	\$201,947.62	\$4,121.38	\$206,069.00
Storm 151-263-005	\$243,672.50	\$0.00	\$238,799.05	\$4,873.45	\$243,672.50
Storm Local	\$492,267.00	\$0.00	\$482,421.66	\$9,845.34	\$492,267.00
Surface 151-247-008	\$142,619.30	\$0.00	\$139,766.91	\$2,852.39	\$142,619.30
Surface 151-250-003	\$395,767.10	\$0.00	\$387,851.75	\$7,915.35	\$395,767.10
Surface 151-263-005	\$1,313,225.95	\$0.00	\$1,286,961.43	\$26,264.52	\$1,313,225.95
Surface Local	\$581,864.30	\$0.00	\$570,227.01	\$11,637.29	\$581,864.30
Water Local	\$778,472.20	\$0.00	\$762,902.76	\$15,569.44	\$778,472.20

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
048	Local Water	\$15,569.44			\$778,472.20
049	Local Sanitary Sewer	\$5,740.34			\$287,017.25
052	Local Storm Sewer	\$22,547.75			\$1,127,387.80
450	Local Roadway	\$48,669.55			\$2,433,476.65

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$291,000.00	1	0	\$0.00	1	\$291,000.00
2	2101.505	CLEARING	ACRE	\$25,000.00	0.2	0	\$0.00	0.2	\$5,000.00
3	2101.505	GRUBBING	ACRE	\$25,000.00	0.2	0	\$0.00	0.2	\$5,000.00
4	2101.524	CLEARING	TREE	\$300.00	51	0	\$0.00	38	\$11,400.00
5	2101.524	GRUBBING	TREE	\$250.00	36	0	\$0.00	40	\$10,000.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
6	2102.503	PAVEMENT MARKING REMOVAL	L F	\$1.00	500	0	\$0.00	0	\$0.00
7	2104.502	REMOVE CONCRETE STEPS	EACH	\$150.00	23	0	\$0.00	30	\$4,500.00
8	2104.502	REMOVE WOOD STEP	EACH	\$150.00	7	0	\$0.00	3	\$450.00
9	2104.502	REMOVE MANHOLE	EACH	\$750.00	15	0	\$0.00	15	\$11,250.00
10	2104.502	REMOVE CASTING	EACH	\$225.00	21	0	\$0.00	21	\$4,725.00
11	2104.502	REMOVE GATE VALVE & BOX	EACH	\$315.00	9	0	\$0.00	13	\$4,095.00
12	2104.502	REMOVE CURB STOP & BOX	EACH	\$80.00	26	0	\$0.00	26	\$2,080.00
13	2104.502	REMOVE HYDRANT	EACH	\$735.00	5	0	\$0.00	5	\$3,675.00
14	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$525.00	22	0	\$0.00	22	\$11,550.00
15	2104.502	REMOVE SIGN	EACH	\$50.00	28	0	\$0.00	26	\$1,300.00
16	2104.502	REMOVE LIGHT FOUNDATION	EACH	\$500.00	9	0	\$0.00	9	\$4,500.00
17	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$100.00	2	0	\$0.00	2	\$200.00
18	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	\$50.00	6	0	\$0.00	0	\$0.00
19	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	\$75.00	2	0	\$0.00	2	\$150.00
20	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$3.00	240	0	\$0.00	221	\$663.00
21	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	750	0	\$0.00	854	\$2,562.00
22	2104.503	REMOVE WATER MAIN	L F	\$2.00	1605	0	\$0.00	1721	\$3,442.00
23	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$10.00	1565	0	\$0.00	1486	\$14,860.00
24	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$2.00	825	0	\$0.00	713	\$1,426.00
25	2104.503	REMOVE CURB & GUTTER	L F	\$4.00	3505	0	\$0.00	3296	\$13,184.00
26	2104.503	REMOVE RETAINING WALL	L F	\$12.00	90	0	\$0.00	40	\$480.00
27	2104.503	REMOVE FENCE	L F	\$12.00	415	0	\$0.00	124	\$1,488.00
28	2104.503	REMOVE SANITARY SERVICE PIPE	L F	\$2.00	180	0	\$0.00	69	\$138.00
29	2104.503	REMOVE WATER SERVICE PIPE	L F	\$1.00	2135	0	\$0.00	277	\$277.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
30	2104.503	REMOVE BOX CULVERT	L F	\$40.00	85	0	\$0.00	69.4	\$2,776.00
31	2104.503	SALVAGE FENCE	L F	\$13.00	140	0	\$0.00	138	\$1,794.00
32	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$10.00	450	0	\$0.00	727.7	\$7,277.00
33	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$11.50	6237	0	\$0.00	4374.5	\$50,306.75
34	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$6.00	1608	0	\$0.00	1404	\$8,424.00
35	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$1.00	10681	0	\$0.00	7697	\$7,697.00
36	2104.518	REMOVE BITUMINOUS WALK	S F	\$9.00	45	0	\$0.00	1008	\$9,072.00
37	2104.518	REMOVE CONCRETE WALK	S F	\$1.10	8350	0	\$0.00	9424	\$10,366.40
38	2104.603	ABANDON STORM SEWER	L F	\$11.00	780	0	\$0.00	592	\$6,512.00
39	2104.603	ABANDON WATER MAIN	L F	\$6.20	2400	0	\$0.00	1350	\$8,370.00
40	2104.603	MILL BIT SURFACE - LONGITUDINAL TRENCH	L F	\$4.00	2556	0	\$0.00	3150	\$12,600.00
41	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.50	19971	0	\$0.00	15249	\$22,873.50
42	2105.604	60 MIL POLYETHYLENE LINER	S Y	\$8.50	1450	0	\$0.00	2015	\$17,127.50
43	2106.507	EXCAVATION - COMMON (P)	C Y	\$19.00	6986	0	\$0.00	8011	\$152,209.00
44	2106.507	EXCAVATION - SUBGRADE (P)	C Y	\$19.00	7126	0	\$0.00	7642	\$145,198.00
45	2106.507	EXCAVATION - CHANNEL AND POND (P)	C Y	\$25.00	5300	0	\$0.00	5300	\$132,500.00
46	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	\$26.00	7126	0	\$0.00	7394	\$192,244.00
47	2112.519	SUBGRADE PREPARATION	RDST	\$300.00	63	0	\$0.00	63	\$18,900.00
48	2118.509	AGGREGATE SURFACING CLASS 2	TON	\$100.00	10	0	\$0.00	0	\$0.00
49	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$165.00	20	0	\$0.00	89	\$14,685.00
50	2123.610	UTILITY CREW	HOUR	\$800.00	72	0	\$0.00	202.25525	\$161,804.20
51	2130.523	WATER	MGAL	\$35.00	118	0	\$0.00	128	\$4,480.00
52	2211.509	AGGREGATE BASE CLASS 5 (P)	TON	\$14.00	9860	0	\$0.00	11156.51	\$156,191.14
53	2215.504	FULL DEPTH RECLAMATION	S Y	\$4.00	1000	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
54	2231.604	BITUMINOUS PATCH SPECIAL	S Y	\$35.00	414	0	\$0.00	402.14	\$14,074.90
55	2232.504	MILL BITUMINOUS SURFACE	S Y	\$4.00	1200	0	\$0.00	0	\$0.00
56	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$25.00	72	0	\$0.00	0	\$0.00
57	2331.603	JOINT ADHESIVE	L F	\$1.20	1856	0	\$0.00	4291	\$5,149.20
58	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$0.01	997	0	\$0.00	1810	\$18.10
59	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;B) 3.0" THICK	S Y	\$30.00	1630	0	\$0.00	1542.94	\$46,288.20
60	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;B)	TON	\$80.00	640	0	\$0.00	543.66	\$43,492.80
61	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;B)	TON	\$80.00	1330	0	\$0.00	162.31	\$12,984.80
62	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;B)	TON	\$78.00	1340	0	\$0.00	3484.6	\$271,798.80
63	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;B)	TON	\$75.00	2650	0	\$0.00	1478.7	\$110,902.50
64	2411.603	CONCRETE STEPS-DESIGN SPECIAL	L F	\$150.00	10	0	\$0.00	90	\$13,500.00
65	2411.618	MODULAR BLOCK RETAINING WALL	S F	\$40.00	340	0	\$0.00	393	\$15,720.00
66	2451.507	COARSE FILTER AGGREGATE (LV)	C Y	\$100.00	10	0	\$0.00	57	\$5,700.00
67	2501.502	12" RC PIPE APRON	EACH	\$1,650.00	2	0	\$0.00	4	\$6,600.00
68	2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	\$850.00	2	0	\$0.00	4	\$3,400.00
69	2502.503	2" PVC PIPE DRAIN	L F	\$50.00	30	0	\$0.00	0	\$0.00
70	2502.503	6" PE PIPE DRAIN	L F	\$25.00	500	0	\$0.00	1020	\$25,500.00
71	2502.503	4" PERF PVC PIPE DRAIN	L F	\$25.00	4348	0	\$0.00	3617	\$90,425.00
72	2502.601	DRAINAGE SYSTEM	LS	\$140,000.00	1	0	\$0.00	1	\$140,000.00
73	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$350.00	38	0	\$0.00	29	\$10,150.00
74	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$450.00	6	0	\$0.00	10	\$4,500.00
75	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	\$50.00	648	0	\$0.00	642	\$32,100.00
76	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$57.00	1844	0	\$0.00	2047	\$116,679.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
77	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$80.00	323	0	\$0.00	323	\$25,840.00
78	2503.503	21" RC PIPE SEWER DES 3006 CL III	L F	\$92.00	394	0	\$0.00	394	\$36,248.00
79	2503.602	CONSTRUCT BULKHEAD	EACH	\$450.00	8	0	\$0.00	13	\$5,850.00
80	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$930.00	17	0	\$0.00	19	\$17,670.00
81	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,100.00	5	0	\$0.00	14	\$15,400.00
82	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$325.00	15	0	\$0.00	13	\$4,225.00
83	2503.602	8"X4" PVC WYE	EACH	\$400.00	11	0	\$0.00	11	\$4,400.00
84	2503.602	TELEWISE SANITARY SEWER SERVICE	EACH	\$300.00	4	0	\$0.00	4	\$1,200.00
85	2503.602	LINING SEWER PIPE LATERAL	EACH	\$3,700.00	4	0	\$0.00	4	\$14,800.00
86	2503.603	4" PVC PIPE SEWER	L F	\$85.00	55	0	\$0.00	101	\$8,585.00
87	2503.603	8" PVC PIPE SEWER	L F	\$75.00	703	0	\$0.00	723	\$54,225.00
88	2503.603	LINING SEWER PIPE 8"	L F	\$35.00	1488	0	\$0.00	1578.12	\$55,234.20
89	2503.603	12" HDPE PIPE SEWER	L F	\$32.00	125	0	\$0.00	123	\$3,936.00
90	2503.603	LINING SEWER PIPE LATERAL	L F	\$50.00	40	0	\$0.00	20	\$1,000.00
91	2503.603	TELEWISE SANITARY SEWER	L F	\$3.10	1406	0	\$0.00	1498	\$4,643.80
92	2504.601	TEMPORARY WATER SERVICE	LS	\$10,000.00	1	0	\$0.00	1	\$10,000.00
93	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$2,000.00	10	0	\$0.00	14	\$28,000.00
94	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$520.00	24	0	\$0.00	25	\$13,000.00
95	2504.602	HYDRANT	EACH	\$6,600.00	6	0	\$0.00	6	\$39,600.00
96	2504.602	ADJUST GATE VALVE & BOX	EACH	\$375.00	19	0	\$0.00	25	\$9,375.00
97	2504.602	1" CORPORATION STOP	EACH	\$535.00	24	0	\$0.00	26	\$13,910.00
98	2504.602	2" CORPORATION STOP	EACH	\$1,250.00	1	0	\$0.00	2	\$2,500.00
99	2504.602	6" GATE VALVE & BOX	EACH	\$1,900.00	6	0	\$0.00	10	\$19,000.00
100	2504.602	8" GATE VALVE & BOX	EACH	\$2,500.00	13	0	\$0.00	11	\$27,500.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
101	2504.602	10" GATE VALVE & BOX	EACH	\$3,500.00	1	0	\$0.00	2	\$7,000.00
102	2504.602	12" GATE VALVE & BOX	EACH	\$4,000.00	2	0	\$0.00	8	\$32,000.00
103	2504.602	1" CURB STOP & BOX	EACH	\$650.00	24	0	\$0.00	26	\$16,900.00
104	2504.602	2" CURB STOP & BOX	EACH	\$1,450.00	1	0	\$0.00	2	\$2,900.00
105	2504.602	LOWER WATERMAIN	EACH	\$7,200.00	3	0	\$0.00	3	\$21,600.00
106	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$65.00	130	0	\$0.00	143	\$9,295.00
107	2504.603	6" PVC WATERMAIN	L F	\$50.00	81	0	\$0.00	107	\$5,350.00
108	2504.603	8" PVC WATERMAIN	L F	\$60.00	867	0	\$0.00	1174	\$70,440.00
109	2504.603	8" PVC WATERMAIN (DIRECTIONAL DRILLED)	L F	\$60.00	1555	0	\$0.00	1251	\$75,060.00
110	2504.603	10" PVC WATERMAIN	L F	\$75.00	122	0	\$0.00	131	\$9,825.00
111	2504.603	12" PVC WATERMAIN	L F	\$75.00	394	0	\$0.00	389	\$29,175.00
112	2504.603	1" HDPE WATER SERVICE PIPE	L F	\$30.00	764	0	\$0.00	1003	\$30,090.00
113	2504.603	2" HDPE WATER SERVICE PIPE	L F	\$40.00	13	0	\$0.00	50	\$2,000.00
114	2504.604	4" POLYSTYRENE INSULATION	S Y	\$40.00	21	0	\$0.00	8.85	\$354.00
115	2504.608	DUCTILE IRON FITTINGS	LB	\$10.00	3078	0	\$0.00	4207	\$42,070.00
116	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$2,500.00	8	0	\$0.00	0	\$0.00
117	2506.502	CASTING ASSEMBLY	EACH	\$950.00	55	0	\$0.00	51	\$48,450.00
118	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$450.00	156	0	\$0.00	203.34	\$91,503.00
119	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$550.00	10.1	0	\$0.00	8.81	\$4,845.50
120	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	\$950.00	5.4	0	\$0.00	5.2	\$4,940.00
121	2506.602	ADJUST FRAME & RING CASTING	EACH	\$850.00	29	0	\$0.00	29	\$24,650.00
122	2506.602	SEAL MANHOLE	EACH	\$1,200.00	1	0	\$0.00	0	\$0.00
123	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	\$1,900.00	21	0	\$0.00	21	\$39,900.00
124	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$4,700.00	1	0	\$0.00	1	\$4,700.00

**Contract Item Status**

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
125	2506.602	CHIMNEY SEALS	EACH	\$300.00	55	0	\$0.00	74	\$22,200.00
126	2506.603	CONSTRUCT 8" OUTSIDE DROP	L F	\$90.00	8	0	\$0.00	8	\$720.00
127	2506.603	CONSTRUCT 48" DIA SAN MANHOLE	L F	\$615.00	82.3	0	\$0.00	84.35	\$51,875.25
128	2511.507	RANDOM RIPRAP CLASS III	C Y	\$210.00	10	0	\$0.00	9.83	\$2,064.30
129	2511.507	GRANULAR FILTER	C Y	\$150.00	5	0	\$0.00	0	\$0.00
130	2521.518	4" CONCRETE WALK	S F	\$7.50	524	0	\$0.00	4460	\$33,450.00
131	2521.518	6" CONCRETE WALK	S F	\$6.50	19690	0	\$0.00	20459	\$132,983.50
132	2521.518	3" BITUMINOUS WALK	S F	\$3.50	1810	0	\$0.00	2652	\$9,282.00
133	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$15.00	4985	0	\$0.00	5166.8	\$77,502.00
134	2531.503	CONCRETE CURB & GUTTER DESIGN S518 (MOD)	L F	\$18.50	1050	0	\$0.00	936	\$17,316.00
135	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$75.00	375	0	\$0.00	607	\$45,525.00
136	2531.618	TRUNCATED DOMES	S F	\$50.00	175	0	\$0.00	188	\$9,400.00
137	2535.503	BITUMINOUS CURB	L F	\$12.00	900	0	\$0.00	428	\$5,136.00
138	2540.602	INSTALL MAIL BOX SUPPORT	EACH	\$125.00	2	0	\$0.00	0	\$0.00
139	2540.602	MAIL BOX	EACH	\$75.00	2	0	\$0.00	0	\$0.00
140	2540.602	MAIL BOX (TEMPORARY)	EACH	\$100.00	2	0	\$0.00	2	\$200.00
141	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$900.00	2	0	\$0.00	2	\$1,800.00
142	2545.502	LIGHT FOUNDATION DESIGN P MOD	EACH	\$900.00	19	0	\$0.00	19	\$17,100.00
143	2545.502	SERVICE CABINET	EACH	\$6,500.00	1	0	\$0.00	1	\$6,500.00
144	2545.502	SERVICE EQUIPMENT	EACH	\$1,000.00	1	0	\$0.00	1	\$1,000.00
145	2545.502	EQUIPMENT PAD	EACH	\$1,000.00	1	0	\$0.00	1	\$1,000.00
146	2545.502	HANDHOLE	EACH	\$650.00	21	0	\$0.00	22	\$14,300.00
147	2545.503	2" NON-METALLIC CONDUIT	L F	\$5.00	7200	0	\$0.00	7656	\$38,280.00
148	2545.503	6" NON METALLIC CONDUIT	L F	\$30.00	180	0	\$0.00	1190	\$35,700.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
149	2557.603	INSTALL FENCE	L F	\$23.00	140	0	\$0.00	140	\$3,220.00
150	2563.601	TRAFFIC CONTROL	LS	\$170,000.00	1	0	\$0.00	1	\$170,000.00
151	2564.502	OBJECT MARKER TYPE X4-2	EACH	\$50.00	10	0	\$0.00	10	\$500.00
152	2564.518	SIGN PANELS TYPE C	S F	\$55.00	156	0	\$0.00	136	\$7,480.00
153	2564.518	SIGN PANELS TYPE SPECIAL	S F	\$55.00	18	0	\$0.00	0	\$0.00
154	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	\$100.00	6	0	\$0.00	0	\$0.00
155	2571.524	CONIFEROUS TREE 6' HT B&B	TREE	\$650.00	10	0	\$0.00	10	\$6,500.00
156	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	\$650.00	17	0	\$0.00	55	\$35,750.00
157	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$650.00	50	0	\$0.00	5	\$3,250.00
158	2571.525	DECIDUOUS SHRUB NO 2 CONT	SHRB	\$60.00	100	0	\$0.00	166	\$9,960.00
159	2571.525	DECIDUOUS SHRUB NO 5 CONT	SHRB	\$70.00	193	0	\$0.00	231	\$16,170.00
160	2571.527	PERENNIAL NO 1 CONT	PLT	\$25.00	900	0	\$0.00	698	\$17,450.00
161	2572.510	PRUNE TREES	HOUR	\$350.00	3	0	\$0.00	0	\$0.00
162	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$3,500.00	1	0	\$0.00	1	\$3,500.00
163	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$125.00	54	0	\$0.00	74	\$9,250.00
164	2573.503	SILT FENCE; TYPE MS	L F	\$3.00	1000	0	\$0.00	0	\$0.00
165	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	\$3.00	7432	0	\$0.00	4471	\$13,413.00
166	2574.507	COMMON TOPSOIL BORROW	C Y	\$30.00	1104	0	\$0.00	1407	\$42,210.00
167	2574.507	COMPOST GRADE 2	C Y	\$50.00	750	0	\$0.00	1030.5	\$51,525.00
168	2575.504	SODDING TYPE LAWN	S Y	\$5.00	9050	0	\$0.00	8190	\$40,950.00
169	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$3.50	2100	0	\$0.00	2321	\$8,123.50
170	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$4.00	322	0	\$0.00	1202.2	\$4,808.80
171	2575.505	SEEDING	ACRE	\$1,800.00	1.8	0	\$0.00	1.8	\$3,240.00
172	2575.507	MULCH MATERIAL TYPE 6	C Y	\$85.00	40	0	\$0.00	48	\$4,080.00

Contract Item Status									
Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
173	2575.508	SEED MIXTURE 33-261	LB	\$35.00	63	0	\$0.00	110	\$3,850.00
174	2575.508	HYDRAULIC MULCH MATRIX	LB	\$2.10	3740	0	\$0.00	6590	\$13,839.00
175	2575.523	WATER	MGAL	\$10.00	250	0	\$0.00	236	\$2,360.00
176	2582.503	4" SOLID LINE PAINT	L F	\$1.00	315	0	\$0.00	0	\$0.00
177	2582.503	4" DBLE SOLID LINE PAINT	L F	\$1.60	105	0	\$0.00	0	\$0.00
178	2582.503	4" SOLID LINE MULTI COMP GR IN	L F	\$1.00	3760	0	\$0.00	3648	\$3,648.00
179	2582.503	24" SOLID LINE MULTI COMP GR IN	L F	\$16.00	56	0	\$0.00	26	\$416.00
180	2582.503	4" BROKEN LINE MULTI COMP GR IN	L F	\$0.80	263	0	\$0.00	170	\$136.00
181	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	L F	\$2.20	2110	0	\$0.00	2502.5	\$5,505.50
182	2582.518	PAVT MSSG PREF THERMO GR IN	S F	\$22.00	201	0	\$0.00	201	\$4,422.00
183	2582.518	CROSSWALK PREF THERMO GR IN	S F	\$15.00	840	0	\$0.00	1152	\$17,280.00
184	2504.601	IRRIGATION SYSTEM	LS	\$25,000.00	1	0	\$0.00	0.2344	\$5,860.00
185	2575.501	TURF ESTABLISHMENT	LS	\$20,000.00	1	0	\$0.00	0.0725	\$1,450.00
<b>Bid Totals:</b>							<b>\$0.00</b>		<b>\$4,544,456.14</b>

Project Category Totals		
Category	Amount This Voucher	Amount To Date
Schedule A: Base Bid	\$0.00	\$4,537,146.14
Schedule B: Irrigation System & Turf Establishment	\$0.00	\$7,310.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	186	1402.601	FORCE ACCOUNT	LS	\$3,520.00	1	0	\$0.00	1	\$3,520.00
CO	1	187	1402.601	FORCE ACCOUNT	LS	\$10,254.20	1	0	\$0.00	1	\$10,254.20
CO	1	188	2360.603	Bituminous Curb Wedge	LF	\$9.71	1400	0	\$0.00	1400	\$13,594.00
CO	2	189	2021.501	MOBILIZATION	LS	\$14,000.00	1	0	\$0.00	1	\$14,000.00
CO	2	190	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$6.00	70	0	\$0.00	66	\$396.00

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	2	191	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$4.00	2200	0	\$0.00	1014.44	\$4,057.76
CO	2	192	2104.503	REMOVE CURB & GUTTER	L F	\$4.00	150	0	\$0.00	167	\$668.00
CO	2	193	2104.502	REMOVE CASTING	EACH	\$225.00	2	0	\$0.00	4	\$900.00
CO	2	194	2506.502	ADJUST FRAME & RING CASTING	EACH	\$850.00	2	0	\$0.00	3	\$2,550.00
CO	2	195	2506.502	CASTING ASSEMBLY	EACH	\$950.00	2	0	\$0.00	3	\$2,850.00
CO	2	196	2112.519	SUBGRADE PREPARATION	RDST	\$300.00	3.5	0	\$0.00	3.5	\$1,050.00
CO	2	197	2331.603	JOINT ADHESIVE	L F	\$1.20	700	0	\$0.00	700	\$840.00
CO	2	198	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	\$80.00	275	0	\$0.00	232.91	\$18,632.80
CO	2	199	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$75.00	70	0	\$0.00	56	\$4,200.00
CO	2	200	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$15.00	250	0	\$0.00	252	\$3,780.00
CO	2	201	2506.602	CHIMNEY SEAL	EACH	\$55.00	2	0	\$0.00	11	\$605.00
<b>Contract Change Totals:</b>									<b>\$0.00</b>		<b>\$81,897.76</b>

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	<p>In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.</p> <p>The Engineer in concurrence with the City of North St. Paul, have agreed to replace the fencing material that was planned to be salvaged from station 26+00 to 28+00 on 7th Avenue . During salvage operations, the existing plastic fence was not in a condition where salvaging and reinstalling is possible. It was decided that purchasing a similar looking fence was the best alternative.</p> <p>The Engineer in concurrence with the City of North St. Paul, have agreed that 3 light pole bases be poured cast in place due to the existing underground 3 phase power cable. Due to the depth of the in place power cables, cast in place is required to install the bases and miss the power cables. The bases are located at stations 21+25, 22+75, and 24+40 on 7th Avenue.</p> <p>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at Force Account.</p> <p>The Engineer in concurrence with the City of North St. Paul, have agreed that bituminous wedging the ends of the concrete medians and curb bump outs for winter plowing operations is necessary to protect</p>	\$0.00	\$27,368.20

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
		<p>the newly poured curb and gutter. Final lift of bituminous is scheduled for the spring of 2021, thereby leaving a 1.5" lip on the curb and gutter.</p> <p>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices.</p>		
2	CO	<p>In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.</p> <p>The Engineer in concurrence with the City of North St. Paul, have agreed that improvements to 3rd Avenue E. between 1st Street Alley and Helen Street N. are preferable and necessary. This work will include removal and replacement of bituminous pavement, spot curb and gutter replacements, concrete driveway apron installation, and storm sewer casting replacements.</p> <p>This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at contract unit prices.</p>	\$0.00	\$54,529.56

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

**CITY OF NORTH ST. PAUL  
RESOLUTION NO. 2022-XXX**

**A RESOLUTION AUTHORIZING FINAL PAYMENT FOR THE  
2020 STREET AND UTILITY IMPROVEMENT PROJECT (CITY PROJECT  
NO. S.A.D. 20-01; S.A.P. 151-250-003 / 151-263-005 / 151-247-008)**

**WHEREAS**, final application for payment to T.A. Schifsky & Sons, Inc. in the amount of \$92,527.08, was received by WSB for the 2020 Street and Utility Improvement Project (City Project No. S.A.D. 20-01; S.A.P. 151-250-003 / 151-263-005 / 151-247-008), and

**WHEREAS**, the final construction cost of the project is \$4,626,353.90, and

**WHEREAS**, the increase in cost represents an adjustment in quantity of items higher than original estimates to complete the project to specification, and

**WHEREAS**, WSB, City Engineering firm, has reviewed the work and found it to be acceptable, and recommends approval of the final payment.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA**, that final payment to T.A. Schifsky & Sons, Inc. is hereby approved in the amount of \$92,527.08 for the 2020 Street and Utility Improvement Project (City Project No. S.A.D. 20-01; S.A.P. 151-250-003 / 151-263-005 / 151-247-008).

**ADOPTED** this 1<sup>st</sup> day of November, 2022.

Motion by Council Member  
Second by Council Member

Voting:    Aye:        Council Member  
                              Council Member  
                              Council Member  
                              Mayor  
              Nay:        None  
              Abstain: None  
              Absent:  None

\_\_\_\_\_  
Terry Furlong, Mayor

Attest:

\_\_\_\_\_  
Jennie Kloos, Deputy City Clerk