

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
AUGUST 18, 2020
6:30 PM**

The City of North St. Paul is moving all of its public meetings online effective August 4, 2020. The move to online meeting access via Zoom ensures compliance with the Governor's Emergency Executive Order and face covering mandate while providing our City Council members, staff and residents with safe and comfortable access to public meetings. Access information and links to meetings are available at northstpaul.org. This change to online meeting access will remain in effect until further notice. (Stat. 13D.02 subd. 4)

The **August 18th Zoom meeting** can be accessed [HERE](#) or via:
<https://wsbeng.zoom.us/> (from a PC, Mac, tablet, iPhone or Android device)
Meeting ID: 992 0651 9334
Password: 648191
or by phone at 1-929-205-6099, meeting ID 992 0651 9334, password 648191.

The City Council Zoom meeting will be 'open to the public' to listen in, but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

Please join the meeting early to test your audio and video settings. If you join via a device and your audio is not working, you may need to use the dial-in phone number option in order to be heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

IV. ADOPT AGENDA

V. PRESENTATIONS

Welcome to Deputy Clerk Jennie Kloos
Mary Mills retirement announcement

VI. CONSENT AGENDA

- A. August 4, 2020 workshop meeting minutes.
- B. August 4, 2020 regular meeting minutes.
- C. August 11, 2020 budget workshop minutes.

- D. General accounts payable: \$2,326,125.39.
- E. HRA accounts payable: \$26,343.22.
- F. Application from Maplewood Moose Lodge #963 for a Charitable Gambling Permit to conduct off-site lawful gambling at Sidewinder's, 2573 7th Avenue, North St. Paul.
- G. Application/Request from American Legion Post #39, North St. Paul, for a temporary extension of their on-sale liquor license to include a portion of their parking lot.
- H. Application for a Temporary On-Sale Liquor License AND an Application for a Charitable Gambling for Exempt Permit for the Church of St. Peter, North St. Paul.
- I. CARES Act Funding.

VII. MEETING OPEN TO THE PUBLIC

Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the Deputy Clerk prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.

VIII. PUBLIC HEARINGS

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

- A. Preliminary/Final Plat and Preliminary/Final PUD for 2329 17th Avenue E
- B. Development Agreement-Trident- Anchor North Apartments

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

- A. There are no closed sessions.

XIV. ADJOURNMENT

*****HRA meeting immediately following regular meeting.**

The next regularly scheduled City Council meeting is Tuesday, September 1, 2020 at 6:30 p.m.

City of North Saint Paul
August 4, 2020
Proposed City Council Workshop Meeting Minutes

The August 4, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Scott Thorsen
Council Member Candy Petersen
Council Member Jan Walczak
Mayor Terry Furlong
Absent: Council Member Tom Sonnek (Excused)

Staff: City Manager Scott Duddeck, Deputy Clerk Mary Mills, City Attorney Andrea Poehler, Finance Director Jason Zimmerman, Communications Consultant Kari Erpenbach, Fire Chief Jason Mallinger, Police Chief Tom Lauth, Public Works Director Nick Fleischhacker.

III. TOPIC(S)

A. Quarterly Financials

Finance Director Zimmerman reviewed the unaudited financial reports for the quarter ending June 30, 2020 which included:

- Quarterly financial information for the General, Water, Sanitary Sewer, Electric, Storm Water, Solid Waste and Fiber Funds for the quarter ending June 2020. The report includes budget and quarterly amounts for 2020.
 - This is summarized information and reflects transactions that have occurred to date through the quarter. Many of the general fund revenues are received in lump payments at various times during the year and many expenses are seasonal.
- Utility billing summary for the quarter ending June 30, 2020.
- Cash balance by fund for the quarter ending June 30, 2020.
- Investment portfolio information for the quarter ending June 30, 2020.
- 2020 Street and Utility Improvement Project costs for the quarter ending June 30, 2020.

This was a preliminary discussion to the budget meetings coming up. Right now revenues are down, there are still many unknowns with the COVID related issues. Local Government Aid (LGA) has been certified for 2021 and the city has a confirmed reduction. Staff will be presenting a zero increase levy proposal during the next month for consideration at the September 15 council meeting. Everything will be on the table during these discussions. Budget information will go out to the Department Heads this week.

V. OTHER BUSINESS

City Manager Duddeck recognized Barb Huelsman of the Finance Department on celebrating her 34th year as an employee of the City.

Council Member Thorsen inquired about the Cable Commission membership. Mr. Duddeck indicated it would be on an upcoming workshop.

Mr. Duddeck gave updates on Seppala Boulevard, the Post Office, downtown detours and construction.

Kari Erpenbach gave an update on the website upgrades. She is working hard to streamline calendars, Enews updates, and having relevant and interesting content.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, seconded by Council Member Thorsen, with all present voting aye, Council Member Sonnek absent (4-0), Mayor Furlong adjourned the workshop meeting at 6:20 p.m.

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

City of North Saint Paul
August 4, 2020
Proposed Regular City Council Meeting Minutes

The August 4, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 6:30 p.m. The meeting was conducted via Zoom.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek - ABSENT AND EXCUSED
Mayor Furlong

Staff: City Manager Scott Duddeck, City Attorney Andrea Poehler, Planning Secretary Olivia Boerschinger, Deputy Clerk Mary Mills, Communications Consultant Kari Erpenbach, Finance Director Jason Zimmerman.

IV. ADOPT AGENDA

On motion by Council Member Walczak, seconded by Council Member Petersen, with all present voting aye, Council Member Sonnek absent (4-0), motion carried to approve the agenda as submitted.

V. PRESENTATIONS

There were no presentations.

VI. APPROVAL OF CONSENT AGENDA

On motion by Council Member Thorsen, seconded by Council Member Walczak, with all present voting aye, Council Member Sonnek absent (4-0), motion carried to approve the consent agenda, Resolution No. 2020-084 consisting of:

- A. July 21, 2020 workshop meeting minutes
- B. July 21, 2020 regular meeting minutes
- C. July 21, 2020 closed session minutes
- D. General accounts payable: \$419,565.27
- E. HRA accounts payable: \$79,341.94
- F. Purchasing Policy. Resolution No. 2020-085
- G. Quarterly Financials

VII. MEETING OPEN TO PUBLIC

John Schmahl stated he spoke to the City Council six months ago about offering smaller recycling containers for residents who want them. He added this is still an issue. He noted residents who do not need a big container should not have to have a big container. He thanked Council Member Thorsen for bringing this up at a recent Work Session.

Mayor Furlong thanked Mr. Schmahl for his comments. He stated many residents have found that their recycling has increased during the pandemic.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

City Manager Scott Duddeck stated an agreement regarding the apartments at Anchor North is expected to be presented soon to the City Council for review. He added next Tuesday's scheduled Workshop meeting can be a Regular Meeting if the agreement is ready by then.

Deputy Clerk Mary Mills stated next Tuesday, August 11, 2020, is the primary election, and no public meetings can be conducted unless they are scheduled earlier in the day.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck stated the downtown street project is moving forward, and construction will be starting soon at the former City Hall site. He added Seppala Boulevard was paved on Saturday, videos of which were posted on the City website, and was re-striped that day, restoring two-way traffic. He noted the Post Office mailboxes and related signage have been relocated to the City parking lot on the north side of Seppala Boulevard.

Mr. Duddeck stated permanent signage is planned for Seppala Boulevard from Charles Street to North St. Paul Drive to indicate pedestrian traffic and reduced speed limit. He added Post Office customers can access the building from Seppala Boulevard, and the east side will have accessible parking spaces. He noted signage will be added for the chiropractic office and straight parking stalls will be striped.

Mr. Duddeck stated residents or business owners with questions or comments about construction, detours and signage can contact City Staff.

Mr. Duddeck stated many residents have expressed interest in finding out when buildings will be demolished. He added the barber shop at the corner of 7th and Margaret Street was demolished that day. He noted the former dentist's office, residential building and white house on 5th Avenue will be demolished soon.

Mr. Duddeck stated a video camera will be installed on top of the Polar Lounge to provide a live video feed and time-lapse footage of construction. He added it is hoped that will be in place by next week. He noted the builder has agreed to share related costs.

Council Member Walczak asked what the City's portion of the costs will be. Mr. Duddeck stated the cost will be approximately \$8,000 for the next 16-18 months to provide a live stream on the City's website, as well as a time lapse video. He noted many residents have asked how they can view demolition and construction as it progresses, and the video camera will provide that footage.

Council Member Petersen requested an update on the 19th Avenue house. Mr. Duddeck stated the house is empty, and an environmental inspection is being scheduled prior to demolition. He added a proposal will be brought to the City Council soon for consideration and approval.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Petersen stated the Parks and Recreation Commission's Food Truck Night and meeting in the park was a success, and a lot of people attended the event.

Council Member Petersen stated the last Concert in the Park this season will be held August 13, 2020 at Casey Park Pavilion beginning at 6:00 p.m., featuring M.T. Pockets.

Council Member Petersen stated she was recently appointed to the League of Minnesota Cities' Finance Committee.

XII. GENERAL BUSINESS

Council Member Walczak expressed concern that the City Council has not discussed the budget yet. She asked whether department heads have reviewed the budget, and whether it will be ready for City Council review soon. She noted the budget will be due in September.

Mr. Duddeck stated the budget process will be very quick, because the City's financial situation is flat, with 0% increase or decrease. He added detailed budget information will go out to department heads on Thursday of this week to review line item budgets. He noted no increase is anticipated in any departmental budgets.

Mr. Duddeck stated City Staff and the City Council have historically reviewed the department budgets over a period of months. He added, however, this year the decision will be made up front and the budget will be established rather than reviewing potential increases.

Council Member Walczak asked whether the budget will be available for the City Council to review after the department heads review it on Thursday.

Mr. Duddeck stated the City Council will be asked to discuss the levy, but it will not be necessary to review the line item budget. He added the budget is due to Ramsey County by September 30, 2020. He noted two City Council meetings will be sufficient to discuss the levy.

Mayor Furlong stated it is very concerning for all of us.

Council Member Thorsen stated he understands Council Member Walczak's concern, as the budget process usually starts in May with proposals from department heads. He added that will not be happening this year, as everyone understands that this is not the time to be proposing new costs or expenses. He noted, given the current economic crisis and the last round of market value increases and resulting increased property taxes, residents will all be affected differently.

Council Member Thorsen stated he agrees that two meetings will be sufficient for the City Council to review the budget.

Council Member Petersen stated tonight would have been National Night Out. She asked whether the new date of October 6, 2020 is still being planned. Mr. Duddeck confirmed this.

Council Member Petersen stated the Parks and Recreation Committee were happy to give up their Facebook page and have advertising for events on the City website.

Mr. Duddeck stated North St. Paul Finance Department employee Barb Huelsman is celebrating her 34-year anniversary with the City. He expressed his appreciation and congratulations to Ms. Huelsman.

Mayor Furlong invited the City Council to attend the 5-year Veteran's Park celebration on August 15, 2020 from noon to 2:00 p.m. He added the guest speaker will be Brigadier General Charles Kemper with the Red Bull Division. He noted an Open House at the Homes for Heroes home is planned that day, and it is expected that construction will be complete.

Mr. Duddeck confirmed this, stating a portion of Margaret Street will be closed on August 15, 2020 for pedestrian safety. He added traffic exiting from Highway 36 will be restricted to right turn only onto Margaret Street. He added 12th Avenue will be closed between Helen Street and Margaret Street.

Mayor Furlong stated, due to precautions related to Covid, the City Council will postpone presentation of the Legacy Award to Veterans Park Committee Member Dan Fisher, as well as an award to the Veteran's Park Committee.

Mr. Duddeck expressed appreciation for the City Council for their willingness to go back to having Zoom meetings rather than meeting in City Hall. He added City Staff appreciates the health and safety precautions that are being taken. He noted it is more convenient and safer to get information out to residents by reverting to the online meeting format.

XIII. CLOSED SESSION

There was no closed session.

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, Seconded by Council Member Petersen, with all present voting aye, Council Member Sonnek absent (4-0), Mayor Furlong adjourned the meeting at 7:06 p.m.

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

City of North Saint Paul
August 11, 2020
Proposed City Council Budget Workshop Meeting Minutes

The August 11, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Scott Thorsen
Council Member Candy Petersen
Council Member Tom Sonnek
Council Member Jan Walczak
Mayor Terry Furlong

Staff: City Manager Scott Duddeck, Deputy Clerk Mary Mills, Electric Director Brian Frandle, Public Works Director Nick Fleischhacker, Public Works Superintendent Ron Ritchie, Finance Director Jason Zimmerman, Community and Administrative Services Director Debra Gustafson, Communications Consultant Kari Erpenbach, Community Development Administrative Assistant Olivia Boerschinger.

III. TOPIC(S)

A. Budget Overview

Finance Director Zimmerman presented a high level, global overview of the budget. All documents were screen-shared by Zimmerman. Zimmerman reviewed the 2019 actual budget numbers for revenues and expenditures, current 2020 numbers, projected 2021 and 2022 scenarios. This year there are unprecedented revenue reductions to date, with no significant change anticipated for 2021, 2022 or 2023. Local Government Aid, permits and licenses, taxes, staffing, wage increases and benefit increases, city services, upcoming bond payments and severance payouts were all discussed. Currently there is a deficit gap of \$578,000 which would equate to a 10.5% levy increase if no reductions are made.

Department Heads have been given their budget worksheets and instructed to keep the 2021 budget at a zero increase, excluding personnel costs. Council requested that scenarios be brought back to them with comparisons from a zero percent levy increase up to a five percent levy increase showing what would need to be done at each level to accomplish that and what impact each increase means to the taxpayers.

Staff and council realize that a zero percent increase this year would not necessarily mean a low increase next year. Implementing a small increase this year so the impact for the 2022 budget is not overwhelming would make the most sense. In addition, as of this date there are still unknown numbers related to the tax impact and health and dental insurance increases for this budget cycle.

V. OTHER BUSINESS

There was no other business.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 5:59 p.m.

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: August 18, 2020
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

8/14/2020 Payroll Register DD	\$122,424.36
8/14/2020 Payroll Direct Payables	\$110,111.36
Payroll Subtotal	<u>\$232,535.72</u>

8/5/2020 Early Release A/P	136551-136586	\$ 368,472.32	Pre-Approved by S. Duddeck
8/19/2020 Utility Refund Checks	136599-136617	\$ 1,451.17	
8/19/2020 A/P Checks	136618-136697	\$ 1,006,886.93	
8/19/2020 Drafts	000822-000825	\$ 716,779.25	
AP Subtotal		<u>\$ 2,093,589.67</u>	

Grand Total \$ 2,326,125.39

Approved this 18th day of August, 2020

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

/s/ Scott A. Duddeck, City Manager/Clerk by Consent Resolution

8-11-2020 9:37 AM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 8/14/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	69	122,424.36
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	69	122,424.36

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04604 8/14/20 PAYROLL - 9
 VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***
 BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1 202008116080	FEDERAL WITHHOLDING	D	8/14/2020		18,009.12	000816	
	I-T3 202008116080	FICA TAXES	D	8/14/2020		16,072.20	000816	
	I-T4 202008116080	MEDICARE TAXES	D	8/14/2020		5,667.84	000816	39,749.16
H08033		H S A BANK						
	I-444202008116080	HSA ACCOUNT	D	8/14/2020		6,637.50	000817	6,637.50
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202008116080	EMP/EMPR DEFERRED COMP	D	8/14/2020		11,319.93	000818	
	I-21 202008116080	EMP/EMPR DEFERRED COMP	D	8/14/2020		3,472.76	000818	
	I-26 202008116080	LOAN PAYMENTS TO ICMA	D	8/14/2020		1,116.59	000818	
	I-2CM202008116080	CITY MGR 9% DEFERRED COMP	D	8/14/2020		638.19	000818	
	I-2IR202008116080	EMP/EMPR DEFERRED COM	D	8/14/2020		1,490.00	000818	18,037.47
M12900		MNEFTS						
	I-T2 202008116080	MN Income Tax WH	D	8/14/2020		8,029.98	000819	8,029.98
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202008116080	POST DEDUCTIONS	D	8/14/2020		975.00	000820	975.00
P16470		P E R A						
	I-91 202008116080	6634-00 REG PERA	D	8/14/2020		17,057.93	000821	
	I-92 202008116080	6634-00 PERA PD	D	8/14/2020		19,624.32	000821	36,682.25

* * 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:	6	0.00	110,111.36	110,111.36
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
BANK TOTALS:	6	0.00	110,111.36	110,111.36



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: August 5, 2020
SUBJECT: Recommendation of approval of GENERAL claims list Early Release.

Claim Date

8/5/2020 A/P Checks

136551-136586	\$	368,472.32
AP Subtotal	\$	368,472.32

Grand Total	\$	<u>368,472.32</u>
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Approved this 5th day of August, 2020

City Manager

PACKET: 04599 EARLY RELEASE

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
A01034	ADVANCED GRAPHIX INC							
	I-204431	COVID-19 FLOOR DECALS	R	8/05/2020		210.00CR	136551	210.00
B02253	BUCKEYE CLEANING CENTER							
	I-90233440	HAND SANITIZER	R	8/05/2020		518.80CR	136552	
	I-90243761	HAND SANITIZER	R	8/05/2020		487.78CR	136552	1,006.58
C02998	CORPORATE MECHANICAL							
	I-W42880	CH ROOFTOP UNIT REPAIRS	R	8/05/2020		1,049.72CR	136553	
	I-W43624	CH HOT WATER PUMP REPAIR	R	8/05/2020		3,816.87CR	136553	
	I-W43626	CH RTU UNIT INSPECTION	R	8/05/2020		284.00CR	136553	
	I-W43724	CH HVAC SAF MOTOR BLADE	R	8/05/2020		5,744.00CR	136553	10,894.59
C03031	CARPENTERS SMALL ENGINE							
	I-58814	CHAINSAW CHAIN SHARPENING	R	8/05/2020		104.00CR	136554	104.00
C03066	CINTAS							
	I-4056972214	UNIFORM SERVICES	R	8/05/2020		8.84CR	136555	8.84
C03078	CERTIFIED RECYCLING							
	I-55088	RECYCLE APPLIANCES/ELECTRONICS	R	8/05/2020		264.00CR	136556	264.00
C03108	CIVICPLUS							
	I-201748	WEBSITE DESIGN	R	8/05/2020		3,682.00CR	136557	3,682.00
E05053	EDUCATION RESOURCE PARTNERS. INC							
	I-104	COMM CONSULT 6/8-6/19	R	8/05/2020		2,145.00CR	136558	
	I-105	COMM CONSULT 6/22-7/2	R	8/05/2020		1,965.00CR	136558	
	I-106	COMM CONSULT 7/6-7/17	R	8/05/2020		1,965.00CR	136558	6,075.00
E05178	ENGRAPHICS INC							
	I-54717	NAMEPLATES	R	8/05/2020		52.25CR	136559	52.25
F06050	FEDEX							
	I-7-072-68998	POSTAGE FOR REPAIRS	R	8/05/2020		18.49CR	136560	18.49
I09024	IDENTISYS							
	I-488541	ID PRINTER INK	R	8/05/2020		203.55CR	136561	203.55
K09100	KATH FUEL OIL SERVICE CO							
	I-690825	DOLLY DRUM FOR GREASE DRUM	R	8/05/2020		50.00CR	136562	50.00

PACKET: 04599 EARLY RELEASE

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
L12047	LANDIS GYR TECHNOLOGY INC							
	I-90279828	2017 SAAS MONTHLY FLAT FEE	R	8/05/2020		2,250.00CR	136563	2,250.00
L12103	LAWSON PRODUCTS INC							
	I-9307752542	VARIOUS SHOP SUPPLIES	R	8/05/2020		128.20CR	136564	128.20
L12196	LEAG MN CITIES-INS TRUST							
	I-202008036039	2019/20 AUDITED WC PREMIUM	R	8/05/2020		7,630.00CR	136565	7,630.00
M13027	MARCO TECHNOLOGIES LLC							
	I-INV7468105	CH SECURITY CAMERA UPGRADES	R	8/05/2020		903.83CR	136566	903.83
M13032	M/A ASSOCIATES							
	I-104145	KEEN & SHINE (55 GAL)	R	8/05/2020		641.00CR	136567	
	I-104146	CITRUS DEGREASER	R	8/05/2020		326.30CR	136567	967.30
M13110	MENARDS-OAKDALE							
	I-6000	SUPPLIES FOR ADULT SOFTBALL	R	8/05/2020		6.48CR	136568	6.48
M14074	MNSPECT LLC							
	I-8210A	UPTOWN COMMON INSPECTIONS	R	8/05/2020		87,076.38CR	136569	
	I-8374	JUN 2020 INSPECT/PERMIT FEES	R	8/05/2020		62,931.36CR	136569	
	I-8398	JUL 2020 BLDG INSPECTION SERV	R	8/05/2020		36,966.49CR	136569	186,974.23
N14145	NORTH COUNTRY GARAGE DOOR							
	I-3791	GARAGE DOOR REPAIRS (86, 6, 2)	R	8/05/2020		725.00CR	136570	725.00
N14177	NAC MECHANICAL & ELECTRICAL SERVIES							
	I-174200	CC HVAC REPAIRS	R	8/05/2020		1,619.31CR	136571	1,619.31
N18170	NO SUBURBAN ACCESS CORP							
	I-2020-079	2/6 PLAN COM MTG VIDEO	R	8/05/2020		230.00CR	136572	230.00
O15044	OTIS ELEVATOR COMPANY							
	I-100400038655	ELEVATOR MAINTENCE CONTRCT	R	8/05/2020		4,075.44CR	136573	4,075.44
P16261	PINE CREEK SERVICES							
	I-16978	WINDOW CLEANING SERVICES	R	8/05/2020		200.00CR	136574	200.00
S19181	SHI INTERNATIONAL CORP							
	I-B11809059	LAPTOP SOFTWARE PW SUPRVSR	R	8/05/2020		268.00CR	136575	
	I-B11809065	LAPTOP SOFTWARE DEPTY CLERK	R	8/05/2020		268.00CR	136575	
	I-B11813171	LAPTOP FOR PW SUPERVISOR	R	8/05/2020		1,418.25CR	136575	
	I-B11813608	LAPTOP FOR DEPUTY CLERK	R	8/05/2020		1,418.25CR	136575	
	I-B11820338	SOFTWARE FOR NSPM301	R	8/05/2020		268.00CR	136575	3,640.50

PACKET: 04599 EARLY RELEASE

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
S19233	SPECTACULAR CLEANING LLC							
	I-073	JULY 2020 CASEY LK CLEANING	R	8/05/2020		1,210.00CR	136576	
	I-074	JULY 2020 SILVER LK CLEANING	R	8/05/2020		760.00CR	136576	
	I-075	JUNE 2020 HAUSE PK CLEANING	R	8/05/2020		100.00CR	136576	2,070.00
S19433	STAPLES ADVANTAGE							
	C-3451244982	RETURNED ENVELOPES	R	8/05/2020		209.98	136577	
	I-3448988134	DART 12OZ COLD CUPS	R	8/05/2020		33.20CR	136577	
	I-3448988135	VINYL POWDERED GLOVES	R	8/05/2020		8.36CR	136577	
	I-3448988137	NITRILE GLOVES	R	8/05/2020		14.20CR	136577	
	I-3448988138	VINYL POWDERED GLOVES	R	8/05/2020		8.36CR	136577	
	I-3448988139	COPY PAPER	R	8/05/2020		319.20CR	136577	
	I-3449947563	POWDERFREE VINYL GLOVES	R	8/05/2020		7.48CR	136577	
	I-3449947564	POWDERFREE VINYL GLOVES	R	8/05/2020		7.48CR	136577	
	I-3451244980	CLEANING SUPPLIES	R	8/05/2020		1,269.39CR	136577	
	I-3451244981	(10) 32OZ PLASTIC BOTTLES	R	8/05/2020		5.90CR	136577	
	I-3451314104	GABAGE BAGS	R	8/05/2020		48.00CR	136577	
	I-3451314105	HEAVY DUTY CLEANER	R	8/05/2020		69.91CR	136577	
	I-3451314106	ALL PURPOSE CLEANER	R	8/05/2020		44.72CR	136577	
	I-3451314107	MULTI-USE CLEANER	R	8/05/2020		67.28CR	136577	
	I-3451545431	DISINFECTING WIPES	R	8/05/2020		121.49CR	136577	
	I-3451737261	DISINFECTING WIPES	R	8/05/2020		136.99CR	136577	
	I-3451821712	CLEANER	R	8/05/2020		34.38CR	136577	
	I-3451884557	ALL PURPOSE CLEANER	R	8/05/2020		95.92CR	136577	2,082.28
VOID	VOID CHECK		V	8/05/2020			136578	**VOID**
T13200	THE METRO GROUP INC							
	I-PI687702	CC HVAC / WATER TREATMENT	R	8/05/2020		878.64CR	136579	878.64
T19150	T A SCHIFSKY & SONS INC							
	I-20-047/#3	SILVER LAKE TRAIL PATCHING	R	8/05/2020		56,314.00CR	136580	56,314.00
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M25793	7/21 CITY COUNCIL MTG	R	8/05/2020		148.00CR	136581	148.00
T20196	TAMARACK MATERIALS INC							
	I-7146908-00	SOUNDSCAPE BLADE	R	8/05/2020		3,424.00CR	136582	3,424.00
T20285	TRI STATE BOBCAT INC							
	I-A75480	528 NEW TIRES FOR SKIDSTEER	R	8/05/2020		679.80CR	136583	679.80

PACKET: 04599 EARLY RELEASE

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
V22049	VEIT DISPOSAL SYSTEMS							
	I-T20000018764	CONSTRUCTION DEBRIS REMOVAL	R	8/05/2020		300.51CR	136584	300.51
W23500	WSB & ASSOCIATES INC							
	I-R-013350-000-15	MCKNIGHT RD INTERSECTION	R	8/05/2020		45,749.50CR	136585	
	I-R-014770-000-9	7TH & MARGARET ST CONSTRITION	R	8/05/2020		11,664.00CR	136585	
	I-R-015209-444-6	2020 GENERAL PLANNING SERV	R	8/05/2020		6,179.00CR	136585	
	I-R-016450-000-1	GEOTECHNICAL SERV ANCHR BK N	R	8/05/2020		1,062.50CR	136585	64,655.00
Z26047	ZAYO GROUP LLC							
	I-2020070011274	JULY 2020 DARK FIBER	R	8/05/2020		6,000.50CR	136586	6,000.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	35	0.00	368,472.32	368,472.32
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:	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:	36	0.00	368,472.32	368,472.32

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04602 US - Refund

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
1	I-000202008076052	CAUGHEL, SHARALYN	R	8/19/2020		74.99	136599	74.99
1	I-000202008076053	TJOSVOLD, PATRICIA	R	8/19/2020		125.76	136600	125.76
1	I-000202008076054	POROTKO, SUSAN E	R	8/19/2020		289.17	136601	289.17
1	I-000202008076055	SADDLER, SEAN	R	8/19/2020		45.40	136602	45.40
1	I-000202008076056	WAHLSTROM, TODD	R	8/19/2020		55.71	136603	55.71
1	I-000202008076057	OSLIN, MORRIS	R	8/19/2020		40.89	136604	40.89
1	I-000202008076058	HAMM, DAVID A	R	8/19/2020		169.26	136605	169.26
1	I-000202008076059	VANG, PANHIA	R	8/19/2020		73.59	136606	73.59
1	I-000202008076060	VANTASSEL JR, HODGE	R	8/19/2020		15.59	136607	15.59
1	I-000202008076061	ROMBERG, ROBERT	R	8/19/2020		54.79	136608	54.79
1	I-000202008076062	MILLER, FELICIA	R	8/19/2020		38.02	136609	38.02
1	I-000202008076063	WURST, JEREMY	R	8/19/2020		19.58	136610	19.58
1	I-000202008076064	VALDEZ, KAREN	R	8/19/2020		24.66	136611	24.66
1	I-000202008076065	AMUNDSON, AMANDA	R	8/19/2020		129.33	136612	129.33
1	I-000202008076066	BLACK, YOLANDA	R	8/19/2020		45.84	136613	45.84

PACKET: 04602 US - Refund

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
1		GALCHUTT, DAVID						
	I-000202008076067	GALCHUTT, DAVID	R	8/19/2020		95.03	136614	95.03
1		JASBERG, DAVID						
	I-000202008076068	JASBERG, DAVID	R	8/19/2020		99.58	136615	99.58
1		XIONG, KO						
	I-000202008076069	XIONG, KO	R	8/19/2020		42.52	136616	42.52
1		SCHLECK & CO ANTIQUES						
	I-000202008076070	SCHLECK & CO ANTIQUES	R	8/19/2020		11.46	136617	11.46

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	19	0.00	1,451.17	1,451.17
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
BANK TOTALS:	19	0.00	1,451.17	1,451.17

PACKET: 04608 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	FLORENCE NJOYI I-202008056042	FLORENCE NJOYI:	R	8/19/2020		100.00CR	136618	100.00
1	JESSE HARMS I-202008056043	JESSE HARMS:	R	8/19/2020		175.00CR	136619	175.00
1	ROGER BURGE I-202008056044	ROGER BURGE:	R	8/19/2020		200.00CR	136620	200.00
1	ROTO-ROOTER I-202008056045	ROTO-ROOTER:	R	8/19/2020		250.00CR	136621	250.00
1	LISA PASCHEN I-202008106074	LISA PASCHEN:	R	8/19/2020		200.00CR	136622	200.00
1	ROBERT ZIMANSKI I-202008106075	ROBERT ZIMANSKI:	R	8/19/2020		100.00CR	136623	100.00
1	ADOLF NCHANJI I-202008106076	ADOLF NCHANJI:	R	8/19/2020		100.00CR	136624	100.00
1	MARIO MURO BERNALES I-202008126081	MARIO MURO BERNALES:	R	8/19/2020		110.00CR	136625	110.00
1	ASPHALT DRIVEWAY CO I-202008126082	ASPHALT DRIVEWAY CO:	R	8/19/2020		75.00CR	136626	75.00
1	MIDWEST ROOFING & SIDING I-202008136083	MIDWEST ROOFING & SIDING:	R	8/19/2020		478.68CR	136627	478.68
1	JOHN RAWSON I-202008136086	JOHN RAWSON:	R	8/19/2020		400.00CR	136628	400.00
A01196	AMERICAN LEGAL PUBLISHING CORP I-1976	2020 S-11 FOLIO/INTERNET SUPPL	R	8/19/2020		95.00CR	136629	95.00
A01310	ASPEN MILLS I-259354	BADGES FOR FIRE DEPT CHIEFS	R	8/19/2020		198.11CR	136630	
	I-259529	UNIFORMS DEPUTY CHIEF	R	8/19/2020		230.78CR	136630	428.89
A20235	AUTONATION, INC I-4135405	712 4 WHEEL DR SHIFT KNOB	R	8/19/2020		25.80CR	136631	25.80

PACKET: 04608 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
B02049	BATTERIES PLUS BULBS							
	I-P29148860	3.6V BATTERY	R	8/19/2020		13.00CR	136632	13.00
B02161	BOYER TRUCKS							
	I-924358	503 SIDE MIRROR & HARDWARE	R	8/19/2020		183.45CR	136633	
	I-924358X1	503 MIRROR BRACKET	R	8/19/2020		41.46CR	136633	224.91
B02228	BROCK WHITE COMPANY LLC							
	I-14117870-00	CONCRETE TOOLS	R	8/19/2020		785.41CR	136634	
	I-14118050-00	CONCRETE TOOLS	R	8/19/2020		832.22CR	136634	
	I-14118050-01	CONCRETE TOOLS	R	8/19/2020		64.99CR	136634	
	I-14118267-00	CONCRETE TOOLS	R	8/19/2020		77.95CR	136634	1,760.57
B02253	BUCKEYE CLEANING CENTER							
	I-90246989	DISINFECTANT WIPES	R	8/19/2020		245.04CR	136635	245.04
C03002	CAMPBELL KNUTSON PA							
	I-2076-0061G-23	JUL 2020 CITY COUNCIL MTGS	R	8/19/2020		429.00CR	136636	
	I-2076-0064G-6	JULY 2020 LEGAL SERVICES	R	8/19/2020		33.00CR	136636	
	I-2076-0067G-25	JULY 2020 POLICE MATTERS	R	8/19/2020		145.50CR	136636	607.50
C03060	CENTURY AVENUE COLLISION							
	I-22323	R&M VEHICLES SQUAD #2124	R	8/19/2020		417.53CR	136637	417.53
C03066	CINTAS							
	I-4057593889	UNIFORM SERVICES	R	8/19/2020		8.50CR	136638	
	I-4057593962	UNIFORM SERVICES	R	8/19/2020		74.52CR	136638	
	I-4057593995	UNIFORM SERVICES	R	8/19/2020		107.45CR	136638	
	I-4058195243	UNIFORM SERVICES	R	8/19/2020		8.50CR	136638	
	I-4058195316	UNIFORM SERVICES	R	8/19/2020		107.45CR	136638	306.42
C03139	COMCAST							
	I-202008066051	FD CABLE SERV 8/7/20-9/6/20	R	8/19/2020		22.40CR	136639	
	I-202008106078	DIGITL ADAPT SERVCHG 8/14-9/13	R	8/19/2020		6.27CR	136639	28.67
C21221	CENTURY LINK							
	I-202008106079	AUG 2020 PHONE SERVICE	R	8/19/2020		207.20CR	136640	207.20
E05035	E G RUD & SONS INC							
	I-41874	PLAT PREP OLD CITY HALL	R	8/19/2020		1,340.00CR	136641	1,340.00
E05112	ELK RIVER WINLECTRIC CO							
	I-31791300	4" PVC CONDUIT & GLUE	R	8/19/2020		558.83CR	136642	
	I-31791301	4" PVC COUPLINGS	R	8/19/2020		405.00CR	136642	
	I-31836500	JOBSITE FAN	R	8/19/2020		158.00CR	136642	
	I-31850000	4" PVC ELBOWS	R	8/19/2020		92.04CR	136642	1,213.87

PACKET: 04608 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
E05230	ESS BROTHERS & SONS INC							
	I-AA6188	RISER RINGS FOR MAINT OVERLAY	R	8/19/2020		3,719.00CR	136643	3,719.00
F06001	FACTORY MOTOR PARTS CO							
	I-1-6453799	REPAIRS ENGINE 540	R	8/19/2020		782.10CR	136644	
	I-1-6487241	732 BATTERY TRENCHER	R	8/19/2020		97.90CR	136644	
	I-19-845231	501 BLOWER MOTOR	R	8/19/2020		215.88CR	136644	
	I-19-845516	617 BATTERY	R	8/19/2020		104.23CR	136644	1,200.11
F06060	FERRELLGAS							
	I-2008723945	719 PROPANE FOR FORKLIFT	R	8/19/2020		121.16CR	136645	121.16
F06142	FLEXIBLE PIPE TOOL COMPANY							
	I-25176	MANHOLE PARTS	R	8/19/2020		2,382.00CR	136646	2,382.00
F06475	FRA-DOR BLACK DIRT & RECY							
	I-2007209	BLK DIRT & RECYCLD AGGREGATE	R	8/19/2020		423.30CR	136647	423.30
G07100	GERTENS WHOLESALE							
	I-495187/1	PERENNIAL PLANTS	R	8/19/2020		21.00CR	136648	
	I-73550/6	PERENNIAL PLANTS	R	8/19/2020		218.97CR	136648	239.97
G07176	GOPHER STATE ONE CALL							
	I-0070638	JULY 2020 LOCATE TICKETS	R	8/19/2020		399.60CR	136649	399.60
H08165	HOME DEPOT							
	I-14067	SHINGLES	R	8/19/2020		27.98CR	136650	
	I-2013713	LED LIGHT FIXTURE	R	8/19/2020		29.94CR	136650	
	I-3013581	OIL, FLAPPER, BEE KILLER	R	8/19/2020		28.69CR	136650	
	I-3053303	2" PVC ELBOWS	R	8/19/2020		27.23CR	136650	
	I-5014989	DWV AND PVC SUPPLIES	R	8/19/2020		120.98CR	136650	
	I-621957	FIP FITTING	R	8/19/2020		4.98CR	136650	
	I-7011513	WATERPROOF CABINET SEAL	R	8/19/2020		7.48CR	136650	
	I-9010436	PARK MAINTENANCE MATERIALS	R	8/19/2020		25.96CR	136650	
	I-9010515	PVC/DWV FOAM CORE PIPE	R	8/19/2020		7.78CR	136650	
	I-9014325	PARK MAINTENANCE MATERIALS	R	8/19/2020		69.70CR	136650	350.72
H8185	HI-LINE							
	I-10165331	RUBBER SLEEVES	R	8/19/2020		519.61CR	136651	
	I-10165787	RUBBER GLOVES	R	8/19/2020		90.81CR	136651	610.42
I09045	IMPACT							
	I-148408	AUG 2020 NEWSLETTER	R	8/19/2020		1,005.00CR	136652	1,005.00

PACKET: 04608 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
I09178	STUART C IRBY CO							
	I-S011837376.001	ADJ SHOCK ABSORBING LANYRD #4	R	8/19/2020		346.93CR	136653	
	I-S011928774.001	DECO ST LITE POLES & COLLARS	R	8/19/2020		12,656.00CR	136653	
	I-S011928774.003	DECORATIVE ST LIGHT HEADS	R	8/19/2020		10,594.00CR	136653	23,596.93
L12099	LAW ENFORCEMENT LABOR SERVICES							
	I-202008106072	AUG 2020 UNION DUES	R	8/19/2020		992.08CR	136654	992.08
L12384	LOCAL UNION #320							
	I-202008056047	AUG 2020 UNION DUES	R	8/19/2020		1,533.00CR	136655	1,533.00
M13056	CITY OF MAPLEWOOD							
	I-202008106073	AUG 2020 UB JULY 2020 USAGE	R	8/19/2020		30,331.27CR	136656	30,331.27
M13074	MET COUNCIL ENVIRONMENTAL SVCS							
	I-0001112893	SEPT 2020 WASTE WATER SERV	R	8/19/2020		89,385.71CR	136657	89,385.71
M13081	MUNICIPAL EMERGENCY SERVICES							
	I-IN1482312	TYCHEM BOOTS	R	8/19/2020		418.64CR	136658	418.64
M13100	MERIT CHEVROLET							
	I-767269	501 SUBLET TO MERIT CHEV	R	8/19/2020		487.01CR	136659	487.01
M13110	MENARDS-OAKDALE							
	I-5205	TRITAP CORDREEL	R	8/19/2020		34.99CR	136660	34.99
M13124	METROPOLITAN COUNCIL							
	I-202008106071	JULY 2020 SAC FEES	R	8/19/2020		19,681.20CR	136661	19,681.20
M13291	MN PEIP							
	I-994259	SEPT 2020 INSURANCE PREMIUM	R	8/19/2020		34,163.76CR	136662	34,163.76
M13335	MN COMM OF TRANSPORTATION							
	I-P00011742	MNDOT INSPECTIONS	R	8/19/2020		164.33CR	136663	
	I-P00011880	MNDOT INSPECTIONS	R	8/19/2020		782.79CR	136663	947.12
N07096	NAPA AUTO PARTS							
	I-3617-044404	RUBBER AIR HOSE	R	8/19/2020		34.99CR	136664	
	I-3617-047663	611 FUEL FILTERS	R	8/19/2020		32.58CR	136664	67.57
N14168	NORTHERN TOOL & EQUIPMENT							
	I-4131118703	MESH TARPS TO COVER LOADS	R	8/19/2020		152.97CR	136665	
	I-4131118907	CANOPY	R	8/19/2020		189.99CR	136665	
	I-4131119174	STRIPE MARKING GUN	R	8/19/2020		24.99CR	136665	367.95

PACKET: 04608 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
O15001	O'REILLY AUTO PARTS							
	I-2074-490812	SQUAD CLEANING SUPPLIES	R	8/19/2020		41.64CR	136666	41.64
O15020	OFFICE OF THE SECRETARY OF STATE							
	I-202008136084	NOTARY APPLICATION OFFICER	R	8/19/2020		120.00CR	136667	120.00
O15032	ON-SITE SANITATION							
	I-0000958929	RESTROOM ROTARY PARK	R	8/19/2020		130.00CR	136668	130.00
O15100	OXYGEN SERVICE COMPANY							
	I-08369406	SHOP TOOLS	R	8/19/2020		35.52CR	136669	35.52
P16285	PLUNKETT'S PEST CONTROL							
	I-6719142	JULY 2020 PEST CONTROL CC	R	8/19/2020		35.69CR	136670	
	I-6719143	JULY 2020 PEST CONTROL PW	R	8/19/2020		39.36CR	136670	
	I-6719144	JULY 2020 PEST CONTROL CH	R	8/19/2020		34.86CR	136670	109.91
P16530	PUMP & METER SERVICE, INC							
	I-502429	TRAINING ON THE ROTARY LIFTS	R	8/19/2020		300.00CR	136671	300.00
Q17000	Q3 CONTRACTING INC							
	I-TMN2654974	LANE SHIFT - COUNTY RD B	R	8/19/2020		3,408.30CR	136672	3,408.30
R18010	RAMSEY COUNTY							
	I-REDFA-003972	JULY 2020 PUBLIC WORK TIPPING	R	8/19/2020		1,321.63CR	136673	
	I-RESFA-003985	JULY 2020 RESIDENTIAL TIPPING	R	8/19/2020		27,518.38CR	136673	28,840.01
R18022	RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH							
	I-202008136085	JULY 2020 CEC REMITTANCE	R	8/19/2020		13,209.24CR	136674	13,209.24
R18030	RDO EQUIPMENT COMPANY							
	I-W0185014	810 SERVICE SUBLET	R	8/19/2020		1,874.87CR	136675	1,874.87
R18091	RESCO							
	I-787112-00	SECONDARY PEDESTAL (24)	R	8/19/2020		1,564.59CR	136676	1,564.59
R18135	ROC INC							
	I-77307	AUG 2020 CLEANING SERV CH	R	8/19/2020		2,971.10CR	136677	
	I-77315	AUG 2020 CLEANING SERV PW	R	8/19/2020		1,204.50CR	136677	
	I-77316	AUG 2020 CLEANING SERV LIBRARY	R	8/19/2020		880.00CR	136677	5,055.60
R18170	CITY OF ROSEVILLE							
	I-0229282	AUG 2020 IT SUPPORT SERVICES	R	8/19/2020		18,581.00CR	136678	18,581.00

PACKET: 04608 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
S18996	SAFE-FAST INC							
	I-INV234978	WORK GLOVES	R	8/19/2020		274.60CR	136679	274.60
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN3059379	OFFICE SUPPLIES	R	8/19/2020		319.85CR	136680	
	I-IN3059627	OFFICE SUPPLIES	R	8/19/2020		7.98CR	136680	
	I-IN3059817	OFFICE SUPPLIES	R	8/19/2020		62.34CR	136680	
	I-IN3061998	OFFICE SUPPLIES - KLEENEX	R	8/19/2020		30.34CR	136680	420.51
S19015	CITY OF SAINT PAUL							
	I-IN41945	R&M VEHICLES RADIO MAINTNCE	R	8/19/2020		67.50CR	136681	67.50
S19112	SCREEN TECH							
	I-13735	CORRUGATED SIGNS	R	8/19/2020		50.00CR	136682	50.00
S19172	SHAMROCK GROUP							
	I-2530236	BEVERAGE DELIVER/EXCHANGE	R	8/19/2020		147.40CR	136683	147.40
S19233	SPECTACULAR CLEANING LLC							
	I-076	AUG 2020 CASEY LK CLEAN SERV	R	8/19/2020		860.00CR	136684	
	I-077	AUG 2020 SILVER LK CLEAN SERV	R	8/19/2020		760.00CR	136684	
	I-078	JUL 2020 HAUSE PK EVENT CLEAN	R	8/19/2020		300.00CR	136684	
	I-079	MCKNIGHT FIELD CLEANING SERV	R	8/19/2020		660.00CR	136684	2,580.00
S19485	SUN LIFE FINANCIAL							
	I-202008056048	AUG 2020 LIFE INSURANCE	R	8/19/2020		1,602.60CR	136685	
	I-202008056049	AUG 2020 LTD INSURANCE	R	8/19/2020		1,657.46CR	136685	3,260.06
T19150	T A SCHIFSKY & SONS INC							
	I-66249	AGGREGATE MIX/RECYCLED BASE	R	8/19/2020		2,505.49CR	136686	
	I-66288	AGGREGATE MIX/RECYCLED BASE	R	8/19/2020		837.25CR	136686	
	I-PAYVOUCHER#4	2020 ST & UTLTY IMPRVMT PRJT	R	8/19/2020		683,520.82CR	136686	686,863.56
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5011234151	AUG 2020 COPIER LEASE	R	8/19/2020		294.84CR	136687	294.84
T20129	TENNIS ROLL OFF LLC							
	I-2718299	SW REMOVAL 2119 ELDRIIDGE	R	8/19/2020		688.50CR	136688	688.50
T20161	THOMPSON REUTERS - WEST							
	I-842781172	JULY 2020 INVESTIGATIVE SUITE	R	8/19/2020		208.32CR	136689	208.32

PACKET: 04608 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
T20215	TOKLE INSPECTIONS INC							
	I-202008056050	JULY 2020 ELECTRICAL INSPECTS	R	8/19/2020		982.40CR	136690	982.40
T20285	TRI STATE BOBCAT INC							
	I-A75669	606 TOOL CAT SPARE TIRE/RIM	R	8/19/2020		382.38CR	136691	382.38
T20309	TRUCK UTILITIES MFG CO							
	I-5353100	528 PLOW TURN TABLE & PARTS	R	8/19/2020		760.76CR	136692	
	I-5353190	PLOW CYLINDER FOR LEO PLOW	R	8/19/2020		190.00CR	136692	950.76
T20311	TRUGREEN LANDCARE							
	I-124032029	LAWN MAINTENANCE PW& VET PK	R	8/19/2020		180.16CR	136693	
	I-126120911	PARKS LAWN MAINTENANCE	R	8/19/2020		4,890.11CR	136693	5,070.27
T20470	TWIN CITY WATER CLINIC INC							
	I-14918	JULY 2020 WATER SAMPLES	R	8/19/2020		256.00CR	136694	256.00
W23500	WSB & ASSOCIATES INC							
	I-R-014879-000-8	JUN 2020 WATER STORGE STUDY	R	8/19/2020		1,440.75CR	136695	
	I-R-015313-000-4	JUN 2020 GEN SERV SURFCE WTR	R	8/19/2020		577.00CR	136695	
	I-R-015314-000-6	JUN 2020 GEN SERV 2020 STREET	R	8/19/2020		53.50CR	136695	
	I-R-015844-000-3	JUN 2020 CRACK SEAL PRJCT MGMT	R	8/19/2020		837.00CR	136695	2,908.25
Z26030	ZARNOTH BRUSH WORKS INC							
	I-0181241-IN	556 BROOM, BRUSHES, RUBBERS	R	8/19/2020		1,319.70CR	136696	1,319.70
Z26047	ZAYO GROUP LLC							
	I-2020080011274	AUG 2020 FIBER SERVICE	R	8/19/2020		5,329.61CR	136697	5,329.61

PACKET: 04608 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
M13232	MN DEPT OF LABOR & INDUSTRY							
	I-202008056046	Q1 BLDG PERMIT SURCHARGE	D	7/02/2020		0.09CR	000823	0.09
E05241	ELAVON							
	I-202008106077	JULY 2020 CREDIT CARD FEES	D	8/03/2020		11,388.92CR	000822	11,388.92
V22055	VANCO E-SERVICES							
	I-00010808842	JULY 2020 GATEWAY SERVICES	D	8/17/2020		141.75CR	000825	141.75
M13300	M M P A - C/O AVANT ENERGY							
	I-3309	JULY 2020 POWER BILLING	D	8/20/2020		705,248.49CR	000824	705,248.49

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	80	0.00	1,006,886.93	1,006,886.93
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	716,779.25	716,779.25
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:	84	0.00	1,723,666.18	1,723,666.18

TOTAL ERRORS: 0

TOTAL WARNINGS: 0



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: August 18, 2020
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

8/5/2020 Early Release A/P Check Register	136587-136598	\$	26,343.22	Pre-Approved by S. Duddeck
8/19/2020 A/P Check Register	136698	\$	1,159.40	
	Total	\$	<u>26,343.22</u>	

Approved this 18th day of August, 2020

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

/s/ Scott A. Duddeck, City Manager/Clerk by Consent Resolution



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: August 5, 2020
SUBJECT: Recommendation of approval of Early Release HRA claims list.

Claim Date

8/5/2020 A/P Check Register

136587-136598 \$ 26,343.22

Total \$26,343.22

Approved this 5th day of August, 2020

City Manager

PACKET: 04600 HRA Early Release

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
F06060	FERRELLGAS							
	I-1110185797	PROPANE FOR TEMP HEAT	R	8/05/2020		248.32CR	136587	
	I-1110185812	PROPANE FOR TEMP HEAT	R	8/05/2020		662.80CR	136587	911.12
F06151	FOUNDATION BUILDING MATERIALS							
	I-13153344-00	CONSTRUCTION SUPPLIES	R	8/05/2020		3,281.30CR	136588	3,281.30
H08165	HOME DEPOT							
	C-8354607	CONSTRUCTION MATERIALS	R	8/05/2020		5.88	136589	
	I-5012069	CONSTRUCTION MATERIALS	R	8/05/2020		282.24CR	136589	
	I-7012998	BUILDING MATERIALS	R	8/05/2020		110.10CR	136589	
	I-9011553	CONSTRUCTION MATERIALS	R	8/05/2020		38.39CR	136589	424.85
J08020	JIMMY GARAY							
	I-2002	DRYWALL INSTALL	R	8/05/2020		2,900.00CR	136590	2,900.00
K11100	KEVIN AHLERS ELECTRIC							
	I-20-1108	ELECTRICAL WORK	R	8/05/2020		5,190.00CR	136591	5,190.00
L12462	LYMAN LUMBER COMPANY							
	I-689874	ALUMINUM SOFFIT MATERIALS	R	8/05/2020		1,037.30CR	136592	1,037.30
M13109	MENARDS-MAPLEWOOD							
	I-56419	CONSTRUCTION MATERIALS	R	8/05/2020		341.24CR	136593	341.24
M13110	MENARDS-OAKDALE							
	I-4803	CONSTRUCTION MATERIALS	R	8/05/2020		129.74CR	136594	
	I-6107	CONSTRUCTION MATERIALS	R	8/05/2020		133.63CR	136594	263.37
M21998	MCPHILLIPS BROS ROOFING CO							
	I-27951	ROOF INSTALLATION	R	8/05/2020		7,150.00CR	136595	7,150.00
O15032	ON-SITE SANITATION							
	I-0000940642	RESTROOM SERVICES 2198 2ND	R	8/05/2020		57.00CR	136596	57.00
Q17000	Q3 CONTRACTING INC							
	I-202008046040	HARD SURFACE RESTORATION	R	8/05/2020		4,734.54CR	136597	4,734.54
S19112	SCREEN TECH							
	I-13712	NO TRESPASSING SIGNS	R	8/05/2020		52.50CR	136598	52.50

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	12	0.00	26,343.22	26,343.22
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
REGISTER TOTALS:	12	0.00	26,343.22	26,343.22

8/13/2020 1:58 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04609 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
Q17000	Q3 CONTRACTING INC							
	I-TMN2662933	LANE SHIFT - HOMES FOR HEROS	R	8/19/2020		1,159.40CR	136698	1,159.40

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,159.40	1,159.40
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
REGISTER TOTALS:	1	0.00	1,159.40	1,159.40

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

I am pleased to announce Jennifer (Jennie) Kloos as our new Deputy Clerk.

Jennie comes to us with extensive experience in city administration, human resources, payroll and finance.

Jennie was the Deputy Clerk with the City of Wells for the past 12 years.

Jennie possesses a strong work ethic, operational experience in many areas of local government including, organizational management and planning.

She is excited to put her skills to work here in North Saint Paul.

Jennie is relocating to the area and has begun her new role with us on August 17th.

Please help me welcome Jennie Kloos to North Saint Paul!

Agenda Information Memorandum
North St. Paul City Council
August 18, 2020

FROM THE OFFICE OF ADMINISTRATION

MARY MILLS RETIREMENT

After almost 24 years of service, Mary Mills, our Deputy Clerk, has announced her retirement from the City of North St. Paul.

Mary joined the City staff in 1996 as a police clerk after working for 20 years in various law enforcement positions in both Minnesota and California. While at North St. Paul Mary quickly moved up the ranks with promotions to Police Secretary, Council Secretary, Probationary Deputy Clerk and finally full-time permanent Deputy Clerk in June of 2003.

Through her commitment to service and her profession, Mary was involved with many organizations including the International Association of Administrative Professionals, the Municipal Clerks and Finance Officers Association, and the International Institute of Municipal Clerks. Mary also received certification as a Minnesota Certified Municipal Clerk after attending three years of training in their Clerk's Institute. Mary began training for the Human Resource responsibilities with the City in 2013.

Public service is clearly part of Mary's DNA. Her father was the first city clerk for the Village of Lynd, MN in 1953. Her brother Doug was a Lieutenant on the Aurora, Colorado Fire Department and the hazmat team leader who entered the apartment of the Aurora Theater shooter. Her other brother Rich, is a retired police officer who survived a shooting, was able to identify the culprit and see him incarcerated. Her sister Susan who was a sister in the St. Joseph Community was most noted for her work as an Aids Hospice Nurse and the founding of a battered women's hermitage.

Mary has accomplished many things in her career with North St. Paul, not to mention attending approximately 450 City Council meetings, and countless workshops while working for three Mayors and five City Managers.

Mary looks forward to enjoying retirement with her husband of over 42 years, John, her two adult children and grandchild. Her last day in the office will be August 21, 2020. However, Mary has offered to help out part-time for an additional month.

Please join me on behalf of The City of North St. Paul in wishing Mary Mills continued success and happiness in her upcoming retirement.

Sincerely,

Scott Duddeck
City Manager

Agenda Information Memorandum
North St. Paul City Council
August 18, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Subject: Application from Maplewood Moose Lodge #963 for a Charitable Gambling Permit to conduct off-site lawful gambling at Sidewinder's, 2573 7th Avenue, North St. Paul.

To the Honorable Mayor and City Council:

To review and approve or deny, application and permit for Charitable Gambling for Maplewood Moose Lodge, #963.

Facts:

- State permitted off-site charitable gambling.
- Wednesday Evenings only, September 16, 2020 through December 2, 2020.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

City Charitable Gambling Local Permit No. 2020-007.

Minnesota Lawful Gambling LG230 Application to Conduct Off-site Gambling.

Tennessen Warning

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott A. Duddeck
City Manager

Agenda placement: Consent Agenda

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

Consent Agenda

**RESOLUTION APPROVING MINNESOTA
LAWFUL CHARITABLE GAMBLING APPLICATION FOR
MAPLEWOOD MOOSE LODGE #963 TO CONDUCT OFF-SITE
GAMBLING IN NORTH ST. PAUL**

WHEREAS, Maplewood Moose Lodge #963 has applied for an Off-Site Gambling Permit to conduct a Minnesota Lawful Gambling at Sidewinder's, 2573 7th Avenue, North St. Paul; and,

WHEREAS, Maplewood Moose Lodge #963 will conduct lawful gambling events at Sidewinder's, Wednesday evenings only, September 16, 2020 through December 2, 2020; and,

WHEREAS, Maplewood Moose Lodge is registered with the Minnesota Gambling Control Board.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, Maplewood Moose Lodge #963 Off-site Gambling Permit application is hereby approved to conduct lawful gambling at Sidewinder's, Wednesday evenings; September 16, 2020 through December 2, 2020.

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

ADOPTED this 18th day of August, 2020.

Motion by Council Member xxx

Second by Council Member xxx

Voting:	Aye:	Council Member
		Council Member
		Council Member
		Council Member
		Mayor
	Nay:	None
	Abstain:	None
	Absent:	None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum
North St. Paul City Council
August 18, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent

Subject: Application/Request from American Legion Post #39, North St. Paul, for a temporary extension of their on-sale liquor license to include a portion of their parking lot.

To: Honorable Mayor and City Council

Background/Facts:

- The American Legion is hosting their 2nd Annual “Brat N’ Corn Feed” on Saturday, September 19th, 2020.
- Intended Hours are from 12:00 Noon to 4:00 PM.
- A Special Event Permit has been submitted.
- Intended area of liquor sales and consumption will be in a fenced area in the parking lot, appurtenant to the building, only accessible from the American Legion’s south entrance.
- American Legion will provide security, and trained service staff.
- This is a family/community event.

Recommendation: It is recommended the City Council approve the application for the temporary extension of the American Legion’s on-sale liquor license.

Attachments:

Resolution

Items reviewed by Police Chief Lauth:

Diagram of event area

Informational Flier

Data Practices Tennessee Warning.

Insurance, tax and other certificates.

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Chief of Police

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-XXX

Consent Agenda

**RESOLUTION APPROVING A TEMPORARY EXTENSION
OF THE ON-SALE LIQUOR LICENSE FOR AMERICAN LEGION POST #39
ON SEPTEMBER 19, 2020**

WHEREAS, Archie Vickerman, American Legion Post #39 Bar & Board Chairman, has submitted a Special Event Permit Application and is requesting a Temporary Extension of their On-Sale Liquor License in order to provide additional liquor service, in an area appurtenant to their building premises, 2678 7th Avenue E., North St. Paul, MN; and,

WHEREAS, the American Legion Post #39 plans to host their 4th Annual “Brat N’ Corn Feed” on Saturday, September 19th, 2020; and,

WHEREAS, this is intended as a Family/Community event. Proceeds will assist the American Legion with donating to area organizations and programs; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, hereby amends the American Legion Post #39 on-sale liquor license to permit liquor sales and consumption in the fenced parking lot area described in the application and diagram, for Saturday, September 19th, 2020.

ADOPTED this 18th day of August, 2020.

Motion by Council Member xxx

Second by Council Member xxx

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nays: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
August 18, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent

Subject: Application for a Temporary On-Sale Liquor License AND an Application for a Charitable Gambling for Exempt Permit for the Church of St. Peter, North St. Paul.

To: Honorable Mayor and City Council

Background/Facts:

- Church of St. Peter applying as a religious organization.
- St. Peter's Annual Fall Festival is planned as a one-day event this year, for Sunday, September 20, 2020.
- The event will be held on the Patio of O'Reilley and the adjacent parking lot, with O'Reilley Hall as a possible rain site.
- This is intended as a community/family event.
- All appropriate paperwork has been submitted.

Recommendation: It is recommended the City Council approve the applications for a Temporary On-Sale liquor license AND for a Charitable Gambling for Exempt Permit for the Church of St. Peter.

Attachments:

Resolution

Items reviewed by Police Chief Lauth:

North St. Paul Application and Permit for Temporary On-Sale Liquor License.
Minnesota A&GE Application and Permit for Temporary On-Sale Liquor License.
City Charitable Gambling Permit No. 2020-008.
Minnesota Lawful Gambling LG220 Application for Exempt Permit.
Data Practices Tennessee Warning.
Insurance, tax and other certificates.

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Chief of Police

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-XXX

Consent Agenda

**RESOLUTION APPROVING A LAWFUL GAMBLING PERMIT AND A
TEMPORARY ON-SALE LIQUOR LICENSE FOR THE CHURCH OF ST. PETER
FOR SEPTEMBER 20, 2020**

WHEREAS, the Church of St. Peter 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 2600 N. Margaret Street, North St. Paul, Minnesota; and

WHEREAS, the Church of St. Peter plans to host their Annual Fall Festival, Sunday, September 20, 2020; and

WHEREAS, the Church of St. Peter has registered as a religious organization with the State of Minnesota and has provided proof of liability insurance; and

WHEREAS, the Church of St. Peter has been previously granted Exempt Permits and Temporary On-Sale Liquor Licenses; and

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 Church of St. Peter to conduct lawful gambling and for a Temporary On-Sale Liquor License, at 2600 Margaret Street, for use on Sunday, September 20, 2020; and

BE IT FURTHER RESOLVED, the \$25.00 Municipal Fee for the Temporary On-Sale Liquor License is hereby waived.

ADOPTED this 18th day of August, 2020.

Motion by Council Member xxx

Second by Council Member xxx

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Nays: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
August 18, 2020

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: Consent Agenda

Subject: CARES Act Coronavirus Relief Fund Expenditures

To: Honorable Mayor and City Council

Background/Facts:

- On June 25, 2020 Governor Tim Walz announced a plan to distribute \$853 million in federal funding to Minnesota communities impacted by the COVID-19 pandemic. The funding was authorized by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act
- City funding was calculated on a formula of \$75.34 per capita and the amount allocated to the City of North St. Paul totals \$916,062.
- On June 26, 2020 City staff submitted the required certification form to the Minnesota Department of Revenue and received the funds on July 7th, 2020.
- The funds must be spent on eligible items between March 1, 2020 and November 15, 2020. Unspent funds are to be remitted to a hospital in Ramsey County.
- The following three-point test is the basis for determining eligible expenditures:
 1. Expenditure is a necessary cost due to COVID-19.
 2. The expenditure was not budgeted or the cost is for substantially different use than originally intended.
 3. The expenditure was incurred between March 1, 2020 and November 15, 2020.
- The guidance provided by the U.S. Treasury indicates that “Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency”, would be eligible expenses. The Q&A provides further that Public Safety payroll expenditures “as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency.”
- The League of Minnesota Cities (LMC) has provided similar guidance on eligible public safety expenses. The League encourages cities to document the reasons the expenses were determined to satisfy the three-part test. These findings can be used later to explain decisions to auditors and show the council’s careful consideration. The attached resolution documents our reasons.
- Known ineligible costs include: replacement of lost revenues, property tax relief, utility relief, damages covered by insurance, and blanket per capita payments to residents among other things.

- Ramsey County has set-up a Small Business Relief Grant for up to \$10,000 in qualified expenditures that has gone through two rounds of funding. Per Ramsey County, businesses from North St. Paul submitted zero applications in the first round of funding, and three applications in the second round as of August 12, 2020. Ramsey County indicated they do not intend to offer a third round of funding.
- Ramsey County also administers Financial Assistance Services for child care, food support, health care, housing, and a variety of other programs.

Recommendation: It is recommended that City Council approve the attached resolution submitting public safety payroll expenditures to the MMB for the CRF grant.

Attachments:

Resolution

U.S. Treasury FAQ

Respectfully submitted,

/s/ JZ by mm

Jason Zimmerman
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

RESOLUTION APPROVING THE ALLOCATION OF CARES ACT FUNDING

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act provided federal funds to the State of Minnesota and the legislature and Governor thereby distributed these funds to local governments throughout Minnesota to deal with the financial impacts of COVID 19; and

WHEREAS, the City of North St. Paul staff have worked with the League of Minnesota Cities and in-turn the National League of Cities, and the Department of Treasury for clarification of eligible uses; and

WHEREAS, the CARES funding requires a three-point test for utilization of the funds that they be necessary expenditures for responding to COVID 19, not accounted for in the original budget process and incurred during the period of March 1, 2020 to November 15, 2020; and

WHEREAS, guidance from the United States Treasury for State, Territorial, Local and Tribal Governments outlined in their Frequently Asked Questions, most recently updated on August 10, 2020, indicated that local governments “may presume that payroll costs for the public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency”; and

WHEREAS, League of Minnesota Cities, Minnesota Association of Counties, and Minnesota Association of Townships have worked in consultation with Minnesota Management and Budget’s Minnesota COVID Response Accountability Office and Minnesota Department of Revenue to provide further direction on the use of CARES funding for regular police and fire payroll and also indicated we may presume these regular payroll public safety expenses as being dedicated to a COVID-19 response; and

WHEREAS, the City of North St. Paul public safety personnel have adopted new COVID-19 response procedures, given direction on the Governor’s Executive Orders to monitor/enforce COVID provisions for EO 20-04, modified other internal policies, developed messaging for the “Stay at Home” EO, dealt with patients exhibiting COVID-19 symptoms, been a full partner with Ramsey County Public Health in the Emergency Operations Center efforts, had other training and programs modified or cancelled to the extent these all present a modification of their operations, caused by the pandemic, and otherwise not provided for in our annual budget now become a reimbursable cost under CARES funding; and

WHEREAS, the City of North St. Paul has incurred many additional expenses related to COVID-19 but for administrative simplicity and otherwise having adequate expenses for police payroll during the expense period have chosen not to itemize these expenses.

NOW THEREFORE BE IT RESOLVED, the North St. Paul City Council recognizes regular payroll expenses, consistent with Federal and State direction, that these expenses shall be deemed due to the public health emergency related to COVID 19, not accounted for in our regular budget process as a part of an administrative convenience for itemization and within the time period of March 1, 2020 and November 15, 2020 are eligible for reimbursement of City's apportionment of \$916,062 in CARES funding.

ADOPTED this 18th day of August, 2020

Motion by Council Member

Second by Council Member

Voting: Aye:
 Nay:
 Abstain:
 Absent:

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of August 10, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions 49–52. The previous revision was made on July 8.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

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

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

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. *Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?*

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

50. *At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?*

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. *If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?*

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. *If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?*

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

B. Questions Related to Administration of Fund Payments

1. *Do governments have to return unspent funds to Treasury?*

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Agenda Information Memorandum
North St. Paul City Council
August 14, 2020

FROM THE OFFICE OF THE CITY PLANNER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Subject: Preliminary/Final Plat and Preliminary/Final PUD for 2329 17th Ave. E

To: Honorable Mayor and City Council

Background/Facts:

- The applicant is requesting several approvals to facilitate the development of twelve townhomes on the property:
 - Preliminary/Final PUD (and site plan approval)
 - Preliminary/Final Plat which includes twelve townhome lots and two outlots
- The Planning Commission held multiple meetings and public hearings on the requests beginning in Summer 2019 and culminating with a public hearing on August 13, 2020.
- The Plan for the property was revised from 18 townhome units to 12, leaving the eastern portion of the site to be dedicated back to the City as public open space.
- No public comments were provided at the August 13, 2020 public hearing
- The Planning Commission has recommended conditional approval of the Preliminary/Final PUD and Preliminary/Final Plat.
- Several of the conditions relate to engineering items that must be addressed prior to City Council approval. As of the time of this memo, we have not received updated plans addressing these issues. If new information becomes available we will present it at the City Council Meeting

Recommendation: It is recommended the City Council concur with the Planning Commission and staff recommendations of approval and conditional approval of the requests, with conditions as outlined in the attached staff report and resolutions.

Attachments:

Staff Report
Preliminary/Final PUD Resolution
Preliminary/Final Plat Resolution
Application materials

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Erin Perdu". The signature is fluid and cursive, with the first name "Erin" and last name "Perdu" clearly distinguishable.

Erin Perdu
City Planner

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

MEMORANDUM

Date: 8/14/2020

To: Honorable Mayor and City Council

From: Erin Perdu, AICP, City Planner
Morgan Dawley, PE, City Engineer

CC: Scott Duddeck, City Manager

Re: Preliminary/Final Planned Unit Development, Site Plan Review and Preliminary/Final Plat for development of 12 townhouse units at the Intersection of Delaware Avenue and 17th Avenue (2329 17th Avenue E).

BACKGROUND

Paul Bruggeman is requesting approval of a Preliminary/Final Planned Unit Development (PUD), Site Plan, and a Preliminary/Final Plat to facilitate the development of a revised concept (October 2019) for 12 townhouse units at 2329 17th Avenue E. The subject site is a vacant, City-owned, 2.48-acre parcel.

The concept plan for the current submittal was reviewed by the Planning Commission in October 2019. At that time, consensus was given for the plan which reduced the number of townhouse units from 18 to 12 and removed all development from the easterly portion of the property.

At the September 3, 2019 City Council meeting the parcel was rezoned from R-1 to the R-2 Mixed Residential District. The R-2 District allows residential townhomes as a permitted use and allows density at 5.6 – 7.3 units per acre. The 2040 Comprehensive Plan guides this site for Medium Density land uses including townhomes and attached residences at densities between 5.6 and 12 units per acre.

The applicant is requesting preliminary and final plat approval to plat the existing lot as a Common Interest Community (CIC). The function of a CIC plat is to allow common areas such as the driveway and yard could be owned and managed by a homeowner's association. The plat included individual lots for each unit and splits off the easterly

A Residential Planned Unit Development is being pursued as the townhome lots will be substandard with regard to dimensional standards as the private road and stormwater area are not included in the individual sites. The Residential Planned Unit Development is the form of approval that provides flexibility in dimensional standards in exchange for a mix of land uses, housing types, density, sustainability and creativity in land planning. In this instance the Planned Unit Development allows the property to be developed for medium density residences, which would be more difficult should all the R-2 district requirements apply.

Site Plan review is also required as the proposal represents more than 1,000 square feet of multiple residential units on one site.

The applicant was the successful respondent to the RFP from the City's Economic Development Authority (EDA) for development of the subject City-owned parcel. Initially, the proposal included 22 units, but was revised based on concerns from the EDA. Additionally, the EDA

requested that the development contain single-level dwellings and two-car garages which are included per the applicant.



GENERAL STAFF REVIEW

Elements of the PUD, Site Plan and Plat review are organized in the following staff report by topic area.

Consistency with the City Plans

- 154.004 (D)(2) Rezoning Standards (b) *The proposed amendment is consistent with the general purposes and intent of the Comprehensive Plan.*
- 154.004 (D)(2) Rezoning Standards (f) *If applicable, the proposed amendment is consistent with officially adopted city plans and overlays.*
- 154.008 (C)(4) PUD General Standards (a) *Consistency with Comprehensive Plan. The proposed PUD shall be consistent with the Comprehensive Plan.*

The 2040 Comprehensive Plan guides this site for Medium Density Residential land uses at densities between 5.6 and 12 units per acre. This future land use designation is meant to accommodate townhomes and other small-scale attached residential structures. The proposed PUD would enable the development of 12 townhome units on 1.74 acres of the site (the remaining area will be dedicated to the City as a public park). The resulting residential density is 6.89 units per acre, which is consistent with the recommendations of the Comprehensive Plan.

Health, Safety, and General Welfare

- 154.004 (D)(2) Rezoning Standards (b) *The proposed amendment will not adversely affect the health, safety, or general welfare of the city;*

The subject requests would enable the development of medium density residential land uses. Surrounding land uses are low density residential. Adverse impacts on health, safety, or the general welfare of the City are not likely from the proposed rezoning or the resulting development particularly given the reconfiguration that leaves the east side of the development as public open space.

Compatibility with Surrounding Context

- 154.004(D)(2) Rezoning Standards (c) *The proposed amendment is compatible with present and future land uses in the surrounding area and reasonably related to the overall needs of the city;*
- 154.004(D)(2) Rezoning Standards (d) *The proposed amendment is compatible with adjacent properties;*
- 154.008(C)(6)(b)(ix) Preliminary PUD Review and evaluation criteria. (D). *The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy or property values of the surrounding residential uses.*
- 154.008 (C)(4) PUD General Standards (f) *Relationship of PUD site to adjacent areas. The design of a PUD shall take into account the relationship of the site to the surrounding areas. The perimeter of the PUD shall be so designed as to minimize undesirable impact of the PUD on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the PUD.*

- *154.010(E)(3) General Architectural requirements (g) Protection of views. Buildings shall be designed and oriented so as not to detract from one another or to unduly restrict views to open spaces, plazas and vistas.*

The proposed townhome development is consistent with the future land use designation for this site and the surrounding properties. The Medium density residential use of the site appears to be designed in a manner that provides a reasonable transition to the adjoining R-1 zoning areas.

The buildings are arranged with the rears or sides of the units facing the perimeter of the site. The fronts of the units are facing an interior private road with the exception of one building which is facing Delaware Ave.

The applicant has provided three different façade options (elevations) for both the one-story and two-story units so that a variety of styles are present for visual interest. The rear elevations of the townhome units whose back faces 17th Ave. E. have been revised from the original submittal to reflect a more “front façade” feel. The submitted building elevations indicate that the proposed townhome structures would have designs and materials consistent with the general residential form in this area of the City. The perimeter of the development is primarily sodded lawn, which provides an appropriate transition between adjoining properties.

The general character of the development is consistent with the residential surroundings of the subject site. The perimeter of the development is primarily sodded lawn and trees, which provides an appropriate transition between adjoining properties.

Proposed Uses

- *154.006(C)(1) Permitted, Conditional, and Interim Uses refers to Table 3 for allowed uses within the residential districts.*
- *154.008(C)(6)(b)(ix) Preliminary PUD Review and evaluation criteria. (H) Proposed unit and accessory use requirements are in compliance with the district provisions in which the development is planned.*
- *154.008 (C)(4) PUD General Standards (c) Permitted uses. All permitted, conditional, and interim uses contained in the underlying zoning district shall be treated as permitted, conditional, and interim uses in the PUD Overlay District.*

Townhomes and Planned Unit Developments are a permitted use in the R-2 Zoning District. The proposed townhome use is permitted in the R2 District.

There are no overlays governing the subject site, and as noted above the project is consistent with the types of land uses envisioned for the site by the 2040 Comprehensive Plan. The proposal is also consistent with the PUD intent of allowing for innovative site design.

Proposed Lot/Building Dimensional and Setback Requirements

- 154.006(C)(3) refers to Table 4 for the lot requirements within the residential districts.
- 154.008 (C)(4) PUD General Standards (l) Building height. Height limitations shall be the same as imposed in the respective zoning districts.
- 154.008 (C)(4) PUD General Standards (d) Density. Increased density shall be permitted to encourage the preservation of natural topography and geological features. The city may, but shall not be required to, provide concessions in setbacks, density, or lot size to protect waterways or water bodies, steep slopes or other areas which would normally not be developable. The city will consider allowing an increase in the allowable density upon proof by the applicant that some of the following features are being provided as part of the proposed development:
 - i. Preservation of natural site features, wetlands, lowlands, wooded areas, and the like, protected by the Minnesota Department of Natural Resources, by the city and/or Ramsey County ordinances.
 - ii. Creation of conservation easements due to steep slopes, wooded areas and/or environmentally sensitive areas, as identified in the Comprehensive Plan.
 - iii. Creation of park/public areas for active and passive park uses beyond required standards or other public purposes such as schools, public buildings, greenways, and the like which meet the intent of the Park and Recreation goals of the Comprehensive Plan and are consistent with the public dedication requirements for the proposed development.
 - iv. Installation of public improvements designed to serve areas beyond the project boundary.
 - v. The city may consider increased density for housing projects which provide affordable housing options, consistent with the Comprehensive Plan.
- 154.008 (C)(4) PUD General Standards (e) Minimum lot size. The minimum lot size requirements of other sections of this chapter do not apply to a PUD except that the minimum lot size requirements of the underlying zone shall serve as a guideline to determine the maximum dwelling unit density of a total development. The maximum dwelling unit density shall be determined by the area remaining after appropriate space for street rights-of-way and any other public dedications have been determined and subtracted from the total PUD area. If the property involved in the PUD includes land in more than one zoning district, the number of dwelling units or the square footage of commercial, residential or industrial uses in the PUD shall be proportional to the amount that would be allowed separately on the parcels located in each of the underlying zoning districts.

A summary of the information included in Table 4 is provided below. (Items underlined are areas where the lot(s) do not meet zoning standards and therefore require deviations allowable in a PUD):

Requirement	R-2 (Existing Zoning Designation)	Proposed Townhome Lots (PUD Overlay)
Minimum Lot Area	5,967 sf per dwelling unit	<u>2,660 – 3,690</u> sf per dwelling unit

Requirement	R-2 (Existing Zoning Designation)	Proposed Townhome Lots (PUD Overlay)
Minimum Lot Width	<i>60 ft</i>	<u>33.8 ft – 47 ft</u>
Front Yard Setback	<i>25 ft</i>	<u>9-14 ft.</u>
Rear Yard Setback	<i>25 ft</i>	<u>8.5-17 ft.</u>
Side Yard Setback	<i>6 ft internal, 15 ft corner</i>	<u>5-12 ft interior</u> <u>0 ft</u> where units are attached <u>13.5 ft corner</u>
Maximum Height	<i>Two (2) stories or 35 ft. in height</i>	The submitted building renderings show heights of 16feet (one story units) to 22.5 feet (two story units) as measured to the midpoint of the highest gable
Limit of Surfacing in Front Yard	<i>40%</i>	<u>43-59%</u>
Minimum Livable Space	<i>900 sf 1 story, 1,200 sf 2 stories</i>	1,286 sf (one-story) - 1,873 sf (two-story)
Lot Coverage	<i>50%</i>	<u>Individual lots: 44.4%-61.5%</u> 29.7% overall site (including outlots)
Density	<i>Medium (5.6 – 7.3 units/ac)</i>	6.89 units per acre

The proposed density is consistent with the requirements of the underlying R-2 Zoning District. Increased density is not proposed. Relief from dimensional requirements including lot width, lot area, lot coverage, front, rear, side and corner side setbacks is requested in order to separate the on-site stormwater treatment facility and the private street into a commonly owned facility. These facilities would be managed and maintained by the entity as established through the common interest community process. This form of development allows for a medium density project as intended by the Comprehensive Plan; the site would not be able to support separately platted lots at this density due the greater area that would need to be dedicated for a public road and the area needed for each lot. The proposed private street and stormwater area would not be publicly dedicated therefore this area is not subtracted from the PUD area. The site contains enough area to accommodate the proposed number of units per R-2 density standards.

As a Planned Unit Development, derivations from the dimensional standards are permitted in order to promote creativity in design and land use. Without relief from the dimensional standards of the ordinance, each townhome lot would need 0 feet of frontage on a publicly dedicated street and would have to be significantly larger to accommodate setbacks and lot coverage requirements. Accordingly, the medium density land uses as permitted by the current zoning designation and as envisioned by the Comprehensive Plan could not be achieved without the flexibility provided by the Planned Unit Development process.

As noted above, the development as proposed would conflict with lot coverage and front yard surfacing requirements when considering the individual townhome units. However, the proposal would comply with the overall maximum lot coverage for the R-2 Zoning District.

The proposed residential structures would be one or two stories, 16'-22.5' tall which is less than the maximum 35 feet height as required in the R-2 Zoning District.

Ownership

- *154.008(C)(6)(b)(ix) Preliminary PUD Review and evaluation criteria (A). Adequate property control is provided to protect the individual owner's rights and property values and the public responsibility for maintenance and upkeep.*
- *154.008 (C)(4) PUD General Standards (a) Ownership. An application for PUD approval must be filed by the landowner or jointly by all landowners of the property included in a project. The application and all submissions must be directed to the development of the property as a unified whole. In the case of multiple ownership, the approval of the final plat shall be binding on all owners. In absence of an ownership application, the project developer may submit with the development application the written consent of all property owners within the proposed PUD. The financial commitments incurred through any portion of the development shall be the responsibility of the owner.*

The subject parcel is owned by the City and is to be conveyed to the applicant. The individual townhome units in the Common Interest Community plat will be held in ownership by the applicant who will be responsible for maintenance and upkeep.

Development Process and Timeframe/Phasing

- *154.008(C)(6)(b)(ix) Preliminary PUD Review and evaluation criteria. (G) The development schedule ensures a logical development of the site which will protect the public interest and conserve land.*
- *154.008 (C)(4) PUD General Standards (m) Development agreement. Prior to the issuance of a building permit as part of the PUD, the permit applicant, builder, or developer shall execute and deliver to the City Council a development agreement for the PUD.*
- *154.010(A) General Development Regulations, General Standards. (h) Compliance. No permit shall be issued allowing construction of a new building, the moving of an existing building into the city, nor shall any existing building be expanded more than 2,000 square feet or significantly structurally altered on the exterior unless it meets the requirements of this chapter and is approved.*

It is staff's understanding that this development is to occur in a single phase.

This development agreement criterion can be met provided the Planned Unit Development is approved. Such an agreement will be developed with the applicant to the satisfaction of the City Attorney. The City Council must approve any development agreement.

Open Space

- *154.008(C)(6)(b)(ix) Preliminary PUD Review and evaluation criteria. (C) A sufficient amount of usable open space is provided.*
- *154.008 (C)(4) PUD General Standards (n) Open space. Common open space shall be either held in common ownership by all owners in the PUD or dedicated for public use with approval of the City Council. Whenever possible, common open space shall be linked to the open space areas of adjoining developments. Common open space shall be of such size, shape, character, and locations as to be useable for its proposed purpose.*
- *154.010(B)(1)(d) Residential Open Space. Townhouse. Each lot shall contain at least 500 square feet of usable open space for each unit.*

Usable open space is defined as: A required area on a lot which is graded, developed, landscaped and equipped, intended and maintained for active and/or passive recreation, available and accessible to and usable by all persons. Such area and improvements include: ground areas, terraces, balconies, decks, rooftops, outdoor swimming pools, outdoor seating areas, patio area, game area, landscaped and grassy areas, gardens, sculpture gardens, recreational facilities, pedestrian paths and trails or similar outdoor fixtures or features, and water. Public parks or plazas within 300 feet of the site may be used to meet this requirement.

A minimum of 500 square feet of open space is required per unit. Each individual townhome unit lot contains at least 1,180 square feet of greenspace around each building. This does not include open space within the common elements. According to the proposed landscape plan, there are lawn areas and trees shown around each building.

The PUD Ordinance does not specify a minimum area required for common open space which is to be used for active or passive recreational purposes. The site does contain an area for stormwater management, a private street, and the area between the townhome unit lots and the perimeter of the site, all of which will be held in common ownership.

The main open space feature on the site is the public park to be dedicated on the easterly portion of the site. This space, shown on the proposed plat as Outlot B will be developed by the City. Public pedestrian access to this open space must be provided on the approved site plan, plat and described in the Development Agreement. This access should include a paved pathway wide enough to accommodate City service vehicles which will need access to service the sewer infrastructure in that area. Staff recommends that plans be revised to include a 10-foot-wide path and curb cut at the private road to accommodate city maintenance vehicles. Staff also recommends that screening be provided between the pathway and the rear yards of the homes to the south via a fence or landscaping.

Drainage/Natural Resources

- *154.010(D)(45) Townhouse dwelling Supplemental Standards. (b) Drainage. Drainage shall be provided as required consistent with the city and Watershed District requirements. Any required NURP ponds shall be integrated into the overall plan and proper easement and maintenance agreements shall be provided.*

- *154.010(F) Landscaping Standards (9) Drainage, access & utility easements. No landscape material other than grass, or retaining walls, shall be placed within a drainage, access or utility easement. Rock or riprap may be allowed upon review and approval by the Zoning Administrator provided the proposed material does not interfere with drainage, access or utilities.*

The landscaping plan shows some plantings in the proposed drainage and utility easements shown on the plat. Certain elements are allowed within the easement area per the City Engineer. Accordingly, staff recommends a condition that if the City Engineer determines proposed landscaping conflicts with the easements, said plantings should be relocated.

Landscaping

- *154.008 (C)(4) PUD General Standards (j) Landscaping. In any PUD, the developer shall prepare and submit a landscaping plan as a part of the Final Plan, which shall include a detailed planting list with sizes and species indicated to be approved by the City Council. In assessing the landscaping plan, the City Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures and the overall scheme of the PUD plan.*
- *154.010(F)(3) Tree requirements. (a) Number of trees. Trees must be planted within the property lines and in a location as not to interfere with sight line visibility at maturity. The minimum number of trees of any given site shall be as follows: (i.) Single- and two-family uses. A minimum of one tree per parcel.*
- *154.010(F)(3) Tree requirements. (a) Number of trees. (ii.) Townhouse and multiple family uses. Residential structures containing two or more units shall contain as a minimum: one tree per dwelling unit.*
- *154.010(F)(4) Landscape coverage. All residential district properties are encouraged to have diversified landscaping in addition to the landscaping required in setback areas for free-standing, detached structures. All landscaped areas are encouraged to be developed with live deciduous and coniferous plants, grass, trees, and shrubs which provide a variety of color, texture, height, and forms consistent with the needs of the site and other elements of the plan. The landscaped areas may contain, but not limited to, some decorative stones, wood, patio blocks, sculptures, and other appropriate ornamental features. Overall composition and location of landscaped areas shall complement the scale of the development and its surroundings. In general, larger, well-placed contiguous planting areas shall be preferred to smaller, disconnected areas. The following zoning classifications will have the following percentage of the lot landscaped: (b) R-2 District. All areas, except for buildings, driveways and approved parking areas, shall be landscaped as described above. Landscaping may include retaining the natural landscape where appropriate. At least 50% of the front yard must be landscaped.*
- *154.010(F)(5) Required yards and setbacks.*
 - (a) All developed uses shall consist of, but not limited to, a landscaped yard, including grass, plantings, decorative stones, trees and shrubs, along all streets.*
 - (b) Except for driveways, the yard shall extend along the entire frontage of the lot, and along both streets in the case of a corner lot, such yard shall have a depth of at least ten feet.*

(c) Required yards and setback areas, except driveways and areas used for accessory structures, shall be graded to final elevations and sodded or seeded and landscaped with grass, plantings, decorative stones, trees and shrubs.

A landscaping plan was submitted and provides the required details. Arrangement of the proposed landscaping is typical of a new residential development and the site lacks natural features to enhance or protect.

The development would contain 12 units and landscaping plan shows 28 total trees on the site. As a Planned Unit Development, the placement of said trees does not need to necessarily be on the Common Interest Community lot for each unit. Areas not containing the buildings, driveway, or patio space consist of sod, planting areas, or trees. Additionally, 100% of the required yard area along 17th Avenue (from property line to the required setback of 25 ft. along 17th Avenue) is shown as sodded area and trees.

The landscaping plan shows no plantings within both the intersection of 17th Avenue and Delaware Avenue and the private drive intersection with Delaware Avenue.

Screening

- *154.010 (A) Development Standards (12) Storage of trash. (a) Residential uses. There shall be no front yard storage of trash or trash containers except in the 24 hour period prior to a scheduled pickup in residential districts.*
- *154.010(D)(45) Townhouse dwelling Supplemental Standards. (c) Projecting air conditioning and heating units. Air conditioning or heating units shall not project through exterior walls or windows unless located behind a balcony and screened from view.*
- *154.010(D)(45) Townhouse dwelling Supplemental Standards. (d) Transformers. If located outside, shall be screened from view.*
- *154.010(D)(27) Townhouse dwelling Supplemental Standards. (e) Utilities. Building utility services and structures such as meters, transformers, refuse containers, including dumpsters, ancillary equipment and the like shall be either located inside the principal building, inside an accessory building, or, where allowed, be outside and entirely screened from off-site views. For new buildings, all utilities shall be underground.*
- *154.010(E)(3) General Architectural requirements. (b) Utilities. Building utility services and structures such as meters, transformers, refuse containers, including dumpsters, ancillary equipment and the like shall be either located inside the principal building, inside an accessory building, or, where outside be entirely screened from off-site views. For new buildings, all utilities shall be underground.*

Each unit would have individual refuse and recycling containers, which are to be stored in the garage.

The submitted elevations show that air conditioning units would be located on the side of the units. The submitted site and landscaping plans do not show any screening measures for these units. These units must be screened from view or located behind a balcony per 154.010(D)(45)(c) above.

Building equipment, vents or chimneys were not shown on the site plan or building elevations. Any proposed equipment or service area would have to be screened pursuant to this Ordinance section.

Lighting

- *154.010(A) Development Standards (7) Outdoor lighting. All outdoor lighting shall be directed away from adjoining property and from the street unless globe lighting is used. Bare incandescent light bulbs shall not be permitted in view of adjacent property or the public right-of-way, except decorative holiday lights having 7.5 watts or less. No exterior lighting shall exceed 0.4 foot candles at the lot line. Yard lights shall not be closer than five feet from the property line, provided the direct source of light is not visible from the public right-of-way or adjacent residential property.*

The building elevations show wall-mounted lights on both sides of the garages on each of the buildings. Additional information will need to be provided prior to issuance of a building permit to confirm conformance to these standards.

Streets and Sidewalks

- *154.008 (C)(4) PUD General Standards (i) Street width. Requirements outlined in the subdivision ordinance for street widths may be relaxed depending on the number of off-street parking locations and the anticipated density in the planned unit development. The Planning Commission, City Engineer and city's Emergency Services (Fire, Ambulance and Police) shall review each planned unit development to determine street width requirements.*
- *154.010(A) Development Standards (22) Sidewalks and trails. Complete plans shall be provided for proposed sidewalks and trails to serve parking, recreation and service areas within developments and to link to the city's system.*
- *154.010(D)(44) General Regulations – Supplemental Regulations – Townhouse dwelling: (a) Access. Each townhouse unit shall have direct vehicle access from the garage and driveway to a public road or to an improved private road meeting the requirements of the city.*
- *154.010(D)(44) General Regulations – Supplemental Regulations – Townhouse dwelling: (e) Pedestrian ways. Buildings shall be designed with proper provision and orientation for a pedestrian system to serve and link development*
- *154.010(D)(44) General Regulations – Supplemental Regulations – Townhouse dwelling: (f) Public roads. Each townhouse development shall have direct vehicle access to a public road.*

The proposed access to the units off Delaware Avenue is sufficiently sized for the development. The location of the private road is such that traffic congestion or hazards are not likely.

Internal circulation consists of an L-shaped private street providing direct access to the garages of each of the townhome units. The width of the proposed private street serving each unit (24-28 feet) is less than the typical 30-foot public street width. The narrower width is appropriate as the street only serves as an access to the townhomes and does not connect

through for public traffic. This street is wide enough to handle two-way vehicular travel and has been configured to allow emergency vehicles to navigate the site as verified by the North St. Paul Fire Department.

Each of the townhome units has an attached garage which is accessed either directly from Delaware Avenue or from a private road that extends from Delaware Avenue

The site plan shows sidewalks connecting the front door of each unit to the driveway leading to the private street. No other sidewalks are shown on the site plan. Staff recommends the installation of a sidewalk connection between 17th Ave. E., north along Delaware to the development entrance.

Parking

- 154.008 (C)(4) PUD General Standards (h) Parking. Off-street parking and loading space shall be provided in each PUD in the same ratios for types of buildings and uses as required in the underlying zoning district.
- 154.010(J)(3) General Parking Standards. (a) Minimum size regulations. Each space shall contain a minimum area of not less than 180 square feet, exclusive of access drives, a width of not less than nine feet and a depth of not less than 20 feet. Each space shall be adequately served by access drives as determined by the Zoning Administrator. All loading spaces shall be sufficient to meet the requirements of each use and shall provide adequate space for storage and maneuvering of the vehicles they are designed to serve. Parking ramps and underground parking may be allowed to have some reduction in the dimensions stated above.
- 154.010(J)(9) Off-street parking standards for residential districts. (c) Setbacks. New driveways and off-street parking shall be set back a minimum of three feet from side property lines.
- 154.010(J)(9) Off-street parking standards for residential districts. (e) Driveways, authorized parking areas, and authorized garages.
 - i. Driveways must lead to and abut a vehicle access door having a width of at least eight feet. Driveways must not exceed a 22-foot maximum width at the property line.
 - iv. Required number of off-street parking spaces. The minimum number of off-street parking spaces are located in Table 8.

Off-street parking is provided within the subject site.

Use	Requirement	Proposed
Townhouse Dwelling Residential- Family Living	2 per dwelling unit. 12 units @ 2 per unit = 24	24 stalls (each unit has a two-stall attached garage)

Each unit has an attached garage that has space for two vehicles. Townhomes require two stalls per unit. Each of the townhomes' attached garage has a driveway that leads from the private road. Said driveway is of sufficient length and width to accommodate two additional vehicles per unit. Additional parked vehicles can be reasonably accommodated in front of each garage door and/or along one side of the street. Driveways shown on the plan are all at least five feet from the side property lines.

As this project is reviewed as a multifamily residential development; bicycle parking would be required. The required number of spaces is 2, which is 10% of the 24 required vehicle parking stalls – see below. Since this is a townhome development, there is no main entrance that said spaces could be located near. Additionally, the Zoning Ordinance does not contain standards for how bicycle spaces must be provided. Since there is sufficient driveway area and garage space, staff finds that each unit could reasonably provide bicycle parking within each lot.

Access and Circulation

- 154.008(C)(6)(b)(ix) *Preliminary PUD Review and evaluation criteria. (B) The interior circulation plan plus access from and onto public rights-of-way does not create congestion or dangers and is adequate for the safety of the project resident and the general public.*
- 154.010(D)(45) *Townhouse dwelling Supplemental Standards. (a) Access. Each townhouse unit shall have direct vehicle access from the garage and driveway to a public road or to an improved private road meeting the requirements of the city.*
- 154.010(D)(45) *Townhouse dwelling Supplemental Standards. (f) Public roads. Each townhouse development shall have direct vehicle access to a public road.*
- 154.010(F) *Landscaping requirements (8) Traffic visibility. In order to provide a clear view of intersecting streets to motorists, a triangular area of clear vision formed by the two intersecting streets and driveways and a line connecting said centerlines, shall be kept clear of visual obstruction, as specified below.*
 - (a) *Within any vision clearance triangle, screening, plantings, walls, fences or other obstructions are not permitted between a height of 30 inches and ten feet above the curb level, with the exception of fences with a maximum of three feet in height and at least two-thirds open to vision.*
 - (c) *At the intersection of a private drive or alley with a street, the line shall extend a minimum of ten feet from the intersection of the street and alley or drive property lines.*

The proposed private street is 24-28 feet in width. Garage doors shown on the proposed building elevations exceed 8 feet in width. The proposed private road off of Delaware Avenue is located 81 ft from the corner of the Delaware and 17th Avenue.

According to the Institute of Transportation Engineers' (ITE) Trip Generation Manual townhomes are associated with a daily trip rate of 5.86 trips per unit, which is a lower rate than single-family residences. The 12 proposed units would be expected to generate 70 trips per day. This traffic would originate from the private drive, which feeds into Delaware Ave. This volume of traffic is not anticipated to create any congestion or dangers.

Each of the proposed townhome units would have a driveway out to the private road that is 24-28 feet in width leading to an attached garage. Lastly, the vision triangle at the intersection of the private drive and 17th Avenue is clear of landscaping.

Architecture

- 154.008(C)(6)(b)(ix) *Preliminary PUD Review and evaluation criteria. (D) The architectural design of the project is visually compatible with the surrounding area.*

Architectural style or type of buildings shall not solely be a basis for denial or approval of the preliminary PUD plan. However, the overall appearance and compatibility of individual buildings to other site elements of surrounding development will be given primary consideration in the review stages of the Planning Commission and City Council.

- *154.010(E)(3) General Architectural requirements (f) Pedestrian-oriented design. Building designs are encouraged to make the street enjoyable, visually interesting and comfortable. Individual buildings should be integrated with the streetscape to bring activity in the building in direct contact with the people on the street.*
- *154.010(E)(4) Architectural control. (a) Single-family dwelling. i. Shall be designed to consist of exterior materials compatible with residential development in the area with due regard to architectural quality and the massing of structures.*
- *154.010(E)(4) Architectural control. (b) Two-family dwelling, townhouse dwelling and modular housing:*
 - i. Shall be designed to consist of exterior materials compatible with residential development in the area with due regard to architectural quality and the massing of structures.*
 - ii. Number of units. There shall be no more than five townhouse units attached in any one group or building. For unique designs involving special circumstances, a greater number may be allowed, provided views, windows (in at least three directions for each unit), privacy and line of sight are preserved in the design.*
 - iii. Modulation, length. The building and units shall be modulated to provide interest.*
 - iv. Diversity. Townhouse groupings shall provide diversity in terms of size, type and building orientation and form.*
 - v. Equipment. All building equipment shall be hidden from view. Building vents and chimneys shall consist of similar materials to the building roof and the sides of the building.*

Each of the structures contains two townhome units.

The building elevations and site plan demonstrates that the project would generally be compatible with adjoining properties in terms of building materials and building form. Exterior materials are only shown on the proposed elevation for the one-story units. These materials include vinyl siding in lap and shakes patterns along with asphalt roofing. Some sample elevations contain stone around the base of the unit while others do not. These materials are consistent and compatible with dwellings in the vicinity.

The buildings are oriented such that the front facades face the private road (except for the two units facing Delaware Ave). This results in the rear of some buildings facing 17th Avenue, and the side facing Delaware Avenue. The development plans do include patio areas at the rear of each unit, which for three of the two-townhome unit buildings would face 17th Avenue. The rear facades of the two-story units (which would face 17th Ave.) include covered porches and windows similar to what would be expected on a front façade.

The individual units within each building are aligned with each other, and groupings of structures are also aligned. No modulation in terms of length is provided. The applicant has

provided three different façade designs (elevations) for both the one-story and two-story units. This variation will provide the visual interest intended by this standard.

Utilities and Municipal Services

- 154.004(D)(2) *Rezoning Standards (e) The proposed amendment can be adequately supported by public urban services including the water supply, transportation system and capacity, police and fire protection, utilities, and sanitary waste disposal and stormwater disposal systems.*
- 154.008(C)(6)(b)(ix) *Preliminary PUD Review and evaluation criteria (F). The drainage and utility system plans are submitted to the City Engineer and shall be subject to approval of the City Engineer.*
- 154.008 (C)(4) *PUD General Standards (k) Public services. The proposed project shall be served by the city water and sewer system and fire hydrants shall be installed at such locations as required by the City Engineer or the Fire Chief to provide fire protection.*
- 154.008 (C)(4) *PUD General Standards (g) Utility requirements. Utilities, including telephone and electrical systems, installed within a PUD shall be placed underground. Utility appurtenances which can be effectively screened may be exempt from this requirement if the city finds that such exemption will be consistent with the objective of this section and the character of the proposed PUD.*
- 154.010(A) *Development Standards (9) Utility installations. All on site utility installations shall be placed underground.*
- Section 154.010(D)(44) *General Regulations – Supplemental Regulations – Townhouse dwelling:*
 - (b) *Drainage. Drainage shall be provided as required consistent with the city and Watershed District requirements. Any required NURP ponds shall be integrated into the overall plan and proper easement and maintenance agreements shall be provided.*
 - (c) *Projecting air conditioning and heating units. Air conditioning or heating units shall not project through exterior walls or windows unless located behind a balcony and screened from view*
 - (d) *Transformers. If located outside, shall be screened from view.*
 - (e) *Utilities. Building utility services and structures such as meters, transformers, refuse containers, including dumpsters, ancillary equipment and the like shall be either located inside the principal building, inside an accessory building, or, where allowed, be outside and entirely screened from off-site views. For new buildings, all utilities shall be underground.*

The nearest City parks (Casey Lake Park, Polar Park, and Tower Park) are within blocks of the subject site. The residents of the 12 proposed units are not likely to overburden these parks, or existing schools serving the community.

The utility plan does not identify any new transformers.

The City Engineer has reviewed the development plans and provided a number of required revisions. Additional comments are provided on the plan sheets attached to this memo. Updated

civil plans and calculations satisfying all of the City Engineer's comments will be required to be submitted for thorough review using typical review timeframes prior to City Council consideration of the proposed final PUD/final plat. .

Engineering Comments:

1. The applicant should revise the current sanitary sewer alignment to connect to the existing sanitary sewer manhole directly across from the site entrance. The existing sanitary services to the lots located south of the site should be shown as being reconnected to the last segment of proposed pipe at the east end. Applicant will need to maintain 10' horizontal and 18" vertical separation from all existing and proposed watermains with the revised alignment.
2. The watermain throughout the site will need to be 8" PVC C900. Applicant will need to maintain 10' horizontal and 18" vertical separation from all existing and proposed sanitary and storm sewers with the revised alignment.
3. Easements on final utility plans and final plat shall be wide enough to allow for a 1:1 working trench with a minimum of 20' centered on the utility.
4. Applicant is to maintain sanitary sewer service for the existing lots located south of the site throughout construction.
5. Applicant is to show remaining profile view to the east and include the proposed watermain and proposed/existing sanitary sewer main.
6. There are several areas where the surface grades are proposed to be less than 2%. The applicant should modify the grades or provide how water will be adequately conveyed in these areas.
7. The watermain throughout the site shall be 8" PVC C900. Hydrant leads are to be DIP.
8. Flow arrows for swales should match the center and bottom indicated by the proposed contours.
9. The site entrance/exit appears to have a grade of just under 7%. This may cause a hazard in the winter for cars attempting to enter and exit. A grade of 5% is recommended with a vertical curve and 0.5% immediately adjacent to Delaware Avenue. No profile was included in initial submittals to verify proposed grades.
10. Restoration of disturbed City roads will require matching the existing road section in the area and replacement of the bituminous pavement to the road's full width. This was agreed to in the applicant's 8/6/2020 response memo but is not shown in the submitted plans.
11. Cross slopes for the road should not be more than 6%.
12. Identify and show the existing storm sewer along near the eastern development line.
13. The applicant is responsible for obtaining all necessary permits for the project from both the City and applicable outside agencies.

Stormwater:

General

14. A Ramsey Washington Metro Watershed District permit will be required and shall be submitted to the City prior to issuance of any City permits.
15. A SWPPP and erosion control plan must be submitted to the City for review.

16. An operations and maintenance plan for the proposed stormwater treatment system must be submitted to the City.

Plans

17. The stormwater management plan shall be subject to further comments by the city engineer following more detailed analysis of downstream system and HydroCAD modeling prior to final plan approvals and final plat approval. As part of this analyses the existing structure that is being connected to may require replacement. At this time updated stormwater management modeling and calculations have not yet been submitted by the applicant, which should not affect Planning Commission's recommendation to City Council on the proposed PUD, but that will be required prior to City Council consideration on final approval of the PUD.
18. The applicant is to provide low opening elevations for the adjacent homes around the entire site and verify adequate freeboard from the pond and drainage is demonstrated on the final construction plans to the satisfaction of the city engineer prior to final plat approval.
19. The applicant is to provide additional existing contour and grading information for the area just adjacent to the perimeter of the development to verify that water can drain and is not being held.
20. The grading into the City park shall be expanded to direct landlocked drainage into the pond and storm sewer, and the stormwater management plan, drainage areas, and calculations updated to reflect this condition.
21. Draintile is noted on the applicant's 8/6/2020 response memo as having been review, but there is still a detail for draintile. Clarify on revised submittals.
22. Show the existing 48-inch trunk storm sewer east of the site on the plans.
23. Applicant is to provide profile view and schedule for the storm sewer.
24. No landscaping shall conflict with underground or overhead infrastructure or maintenance access thereto, drainage swales, emergency overflow routes, or stormwater management infrastructure.
25. Revise grades to bring all driveways exceeding 10 percent grade to 10 percent or less.

HydroCAD Model

1. The applicant is to totalize the runoff amounts for the different discharge points in the existing vs. proposed condition, and summarize what is routed to the West, South, North, East for Existing and Proposed.

Any approval of the project as proposed should include the following conditions:

- a. Revision of plan and stormwater management plan to satisfy all engineering comments on previously submitted information prior to City Council approval of the Preliminary/Final PUD.
- b. Easements shall be added to the final plat as required by the City Engineer.
- c. Final hydrant locations and turnaround dimensions shall be approved by the Fire Chief

- d. The applicant is responsible for obtaining all necessary permits for the project from the City and all applicable outside agencies, including but not limited to Ramsey County, Ramsey Washington Metro Watershed District, MPCA (NPDES and sanitary sewer), and MDH (Water main).
- e. A Developer's Agreement shall be required
- f. The water and sewer shall be public. The Stormwater management pond and related infrastructure and street shall be privately owned and maintained.

Water, sewer, and storm sewer facilities are shown on the utility plan as located underground. Any other utilities such as electric, cable, telephone, or other communications utilities not shown on the plan would have to be screened or located underground.

Units will have individual refuse containers.

The City Engineer has reviewed the drainage and stormwater management plans. Modifications to these plans are among the recommended conditions of approval.

Preliminary Plat Review

Standards for the review and approval of subdivisions of land are found in Chapter 153 the City Code.

No new public streets are proposed by the preliminary plat.

Park dedication is required as a condition of final plat approval. On this site, the applicant proposes to dedicate Outlot B to the City for use as a public park. This area totals 0.74 acres or approximately 30% of the total site area.

The proposed lots do not comply with the dimensional standards (lot area, width, etc.) of the R-2 Zoning District. However, this can occur because, while the overall plan meets the density requirements, the area devoted to residential lots is smaller due to the common areas, private road and stormwater area being subtracted from the total site. This configuration is one of the forms of development the Planned Unit Development process is designed for.

RECOMMENDED ACTION

At a special meeting on August 13, 2020, the Planning Commission held a public hearing and discussed the current proposal. Their recommendation was to concur with staff and recommend conditional approval of all requests.

Based on the findings in this staff report, staff recommends conditional approval of the proposed Preliminary/Final PUD, Preliminary/Final Plat and Site Plan.

Recommended conditions are as follows:

Preliminary/Final PUD:

1. A Developer's Agreement must be developed to the satisfaction of the City Attorney and approved by the City Council for execution, including development securities in an amount acceptable to the City Engineer. This agreement must be executed before September 30, 2020.
2. The applicant will apply for site work, utility and/or foundation permits prior to October 1, 2020 so that work can commence this fall.
3. All engineering comments shall be addressed by the applicant to the satisfaction of the City Engineer prior to City Council approval, unless specifically recommended for conditional approval by the City Engineer to be addressed in final construction plans prior to execution of Developer's Agreement, City signatures on the Final Plat, and issuance of grading/building permits.
4. All proposed setback distances shall be shown on the Site Plan so that deviations from the R-2 standards can be confirmed.
5. Installation of a sidewalk connection between 17th Ave. E., north along Delaware to the development entrance
6. Installation of a paved pathway at least 10 feet wide between the end of the private road and the dedicated open space. That pathway shall be screened from rear yards to the south with a fence or landscaping. This path shall also be designated for public access via the conveyance documents of outlot B and/or the Development Agreement.
7. Additional detail on light fixtures shall be provided showing that the light levels and fixture directions conform to ordinance requirements
8. The landscaping plan shall provide additional screening for HVAC units and any other equipment or service to the townhome units.
9. The developer shall provide some variation in façade design (elevation) for the units facing the private drive to provide additional visual interest.
10. If the City Engineer determines proposed landscaping conflicts with the easements, said plantings must be relocated.
11. Final hydrant locations and turnaround dimensions shall be approved by the Fire Chief
12. The applicant is responsible for obtaining all necessary permits for the project from the City and all applicable outside agencies, including but not limited to Ramsey County, Ramsey Washington Metro Watershed District, MPCA (NPDES and sanitary sewer), and MDH (Water main).
13. The water and sewer mains shall be publicly owned and maintained. The Stormwater management pond and related storm sewer infrastructure and streets and curb and gutter shall be privately owned and maintained.

14. A Stormwater Management and Maintenance Agreement must be developed to the satisfaction of the City Engineer and the City Attorney and approved by the City Council for execution.

15. Units will have individual refuse containers.

Preliminary/Final Plat:

1. Ramsey County review and approval on Final Plat. Any comments or requirements of Ramsey County shall be incorporated into the Final plat, along with any changes to the final plans that may be needed to accommodate Ramsey County platting requirements.
2. Ramsey County right of way for 17th Avenue/County Road C to be dedicated to Ramsey County.
3. All existing drainage and utility easements to be applied for vacation by the applicant, the vacation granted and recorded at Ramsey County prior to recording of the final plat.
4. Final permanent drainage and utility easements to be dedicated on the final plat to the satisfaction of the City Engineer.
5. The City Park (Outlot B) to be dedicated in ownership to the City of North St. Paul. Permanent drainage and utility easements to the city to be dedicated over all of Outlot B.

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**A RESOLUTION APPROVING A PRELIMINARY/FINAL PLAT FOR
PROPERTY LOCATED AT 2329 17TH AVENUE E, PID 012922330125**

WHEREAS, Paul Bruggeman has requested approval of a Preliminary/Final Plat; and

WHEREAS, the property is legally described as follows: The South 286 feet of the East 650 feet of the Southwest Quarter of the Southwest Quarter of Section 1, Township 29, Range 22, Ramsey County, Minnesota, except the south 163 feet of the East 340 feet thereof and except the East 92.5 of the South 170 feet from the remainder; and

WHEREAS, the applicant has provided an application including all materials required by City Code Chapter 154 Appendix A, Table 2, and;

WHEREAS, the proposed plat meets the requirements of City Code Chapter 153 and the dimensional standards of Chapter 154 as modified through the proposed Final Planned Unit Development Plan submitted by the applicant, and;

WHEREAS, the proposed Plat is consistent with the Comprehensive Plan; and,

WHEREAS, as required by City Ordinance, the Planning Commission held a public hearing on August 13, 2020. The Planning Commission gave everyone at the hearing a chance to speak and present written statements; and

WHEREAS, the Planning Commission recommended conditional approval of the Preliminary/Final Plat based on the findings of fact in the staff report.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, the Preliminary and Final Plat for 2329 17th Avenue E, PID 012922330125, is hereby approved according to the plans reviewed by the Planning Commission and City Council with the following conditions:

1. Ramsey County review and approval on Final Plat. Any comments or requirements of Ramsey County shall be incorporated into the Final plat, along with any changes to the final plans that may be needed to accommodate Ramsey County platting requirements.
2. Ramsey County right of way for 17th Avenue/County Road C to be dedicated to Ramsey County.

3. All existing drainage and utility easements to be applied for vacation by the applicant, the vacation granted and recorded at Ramsey County prior to recording of the final plat.
4. Final permanent drainage and utility easements to be dedicated on the final plat to the satisfaction of the City Engineer.
5. The City Park (Outlot B) to be dedicated in ownership to the City of North St. Paul. Permanent drainage and utility easements to the city to be dedicated over all of Outlot B.
6. Public access to the City Park (Outlot B) to be included in the conveyance documents and/or in the Development Agreement

ADOPTED this 18th day of August, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
 Council Member
 Council Member
 Council Member
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terrence J. Furlong, Mayor

Attest: _____
 Scott A. Duddeck, City Manager/Clerk

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**A RESOLUTION APPROVING A PRELIMINARY/FINAL PLANNED UNIT
DEVELOPMENT AND SITE PLAN FOR PROPERTY LOCATED AT 2329 17TH
AVENUE E, PID 012922330125**

WHEREAS, Paul Bruggeman has requested approval of a Preliminary/Final Planned Unit Development and Site Plan; and

WHEREAS, the property is legally described as follows: The South 286 feet of the East 650 feet of the Southwest Quarter of the Southwest Quarter of Section 1, Township 29, Range 22, Ramsey County, Minnesota, except the south 163 feet of the East 340 feet thereof and except the East 92.5 of the South 170 feet from the remainder; and

WHEREAS, the applicant has provided an application including all materials required by City Code Chapter 154 Appendix A, Table 2, and;

WHEREAS, the PUD meets the requirements of City Code Chapter 154.008(C)(4) *General Requirements and Standards for Planned Unit Developments* and City Code Chapters 154.008(C)(6)(b)(ix) and (c) *Preliminary and Final PUD Review and evaluation criteria*, and;

WHEREAS, the proposed Preliminary PUD Plan is consistent with the Comprehensive Plan; and,

WHEREAS, as required by City Ordinance, the Planning Commission held a public hearing on August 13, 2020. The Planning Commission gave everyone at the hearing a chance to speak and present written statements; and

WHEREAS, the Planning Commission recommended conditional approval of the Preliminary/Final Planned Unit Development based on the findings of fact in the staff report; and

WHEREAS, the City has not received a complete revised set of plans from the applicant addressing the Planning Commissions comments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, the Preliminary and Final Planned Unit Development Plan for 2329 17TH Avenue E, PID 012922330125, is hereby approved according to the plans reviewed by the Planning Commission and City Council with the following conditions:

1. A Developer's Agreement must be developed to the satisfaction of the City Attorney and approved by the City Council for execution, including development securities in an amount acceptable to the City Engineer. This agreement must be executed before September 30, 2020.
2. The applicant will apply for site work, utility and/or foundation permits prior to October 1, 2020 so that work can commence this fall.
3. All engineering comments shall be addressed by the applicant to the satisfaction of the City Engineer prior to City Council approval, unless specifically recommended for conditional approval by the City Engineer to be addressed in final construction plans prior to execution of Developer's Agreement, City signatures on the Final Plat, and issuance of grading/building permits.
4. All proposed setback distances shall be shown on the Site Plan so that deviations from the R-2 standards can be confirmed.
5. Installation of a sidewalk connection between 17th Ave. E., north along Delaware to the development entrance
6. Installation of a paved pathway at least 10 feet wide between the end of the private road and the dedicated open space. That pathway shall be screened from rear yards to the south with a fence or landscaping. This path shall also be designated for public access via the conveyance documents of Outlot B and/or the Development Agreement.
7. Additional detail on light fixtures shall be provided showing that the light levels and fixture directions conform to ordinance requirements
8. The landscaping plan shall provide additional screening for HVAC units and any other equipment or service to the townhome units.
9. The developer shall provide some variation in façade design (elevation) for the units facing the private drive to provide additional visual interest.
10. If the City Engineer determines proposed landscaping conflicts with the easements, said plantings must be relocated.
11. Final hydrant locations and turnaround dimensions shall be approved by the Fire Chief
12. The applicant is responsible for obtaining all necessary permits for the project from the City and all applicable outside agencies, including but not limited to Ramsey County, Ramsey Washington Metro Watershed District, MPCA (NPDES and sanitary sewer), and MDH (Water main).
13. The water and sewer mains shall be publicly owned and maintained. The Stormwater management pond and related storm sewer infrastructure and streets and curb and gutter shall be privately owned and maintained.
14. A Stormwater Management and Maintenance Agreement must be developed to the satisfaction of the City Engineer and the City Attorney and approved by the City Council for execution.

15. Units will have individual refuse containers.

ADOPTED this 18th day of August, 2020.

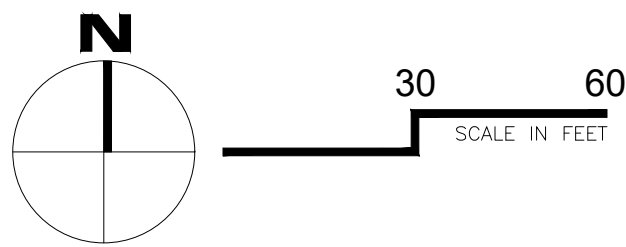
Motion by Council Member

Second by Council Member

Voting: Aye: Council Member
 Council Member
 Council Member
 Council Member
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terrence J. Furlong, Mayor

Attest: _____
 Scott A. Duddeck, City Manager/Clerk

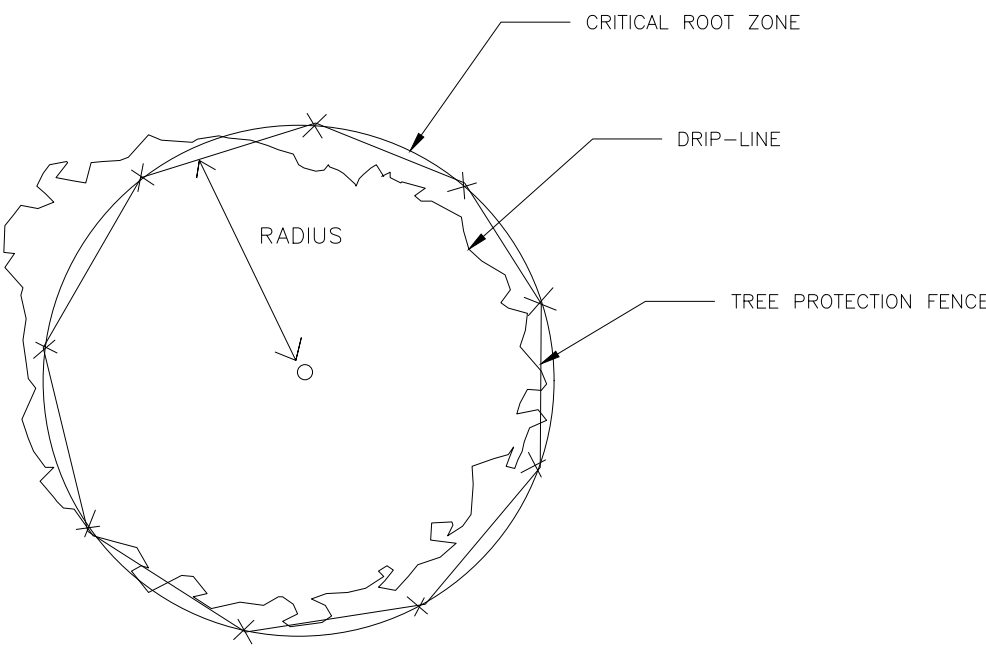
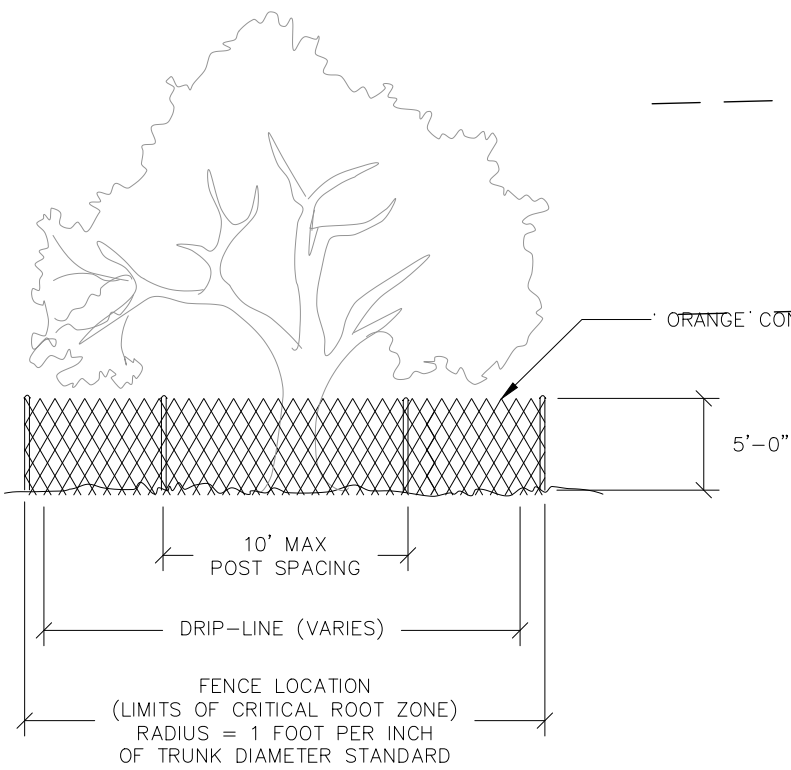


SITE DEMOLITION LEGEND:

- SAWCUT
- UTILITY PIPE REMOVAL
- FENCE REMOVAL
- CURB REMOVAL
- CONCRETE REMOVAL
- PAVEMENT REMOVAL
- SIZE TYPE
- TREE REMOVAL
- SITE FEATURE REMOVAL AS INDICATED
- TREE PROTECTION (SEE DETAIL 100)

KEY NOTES

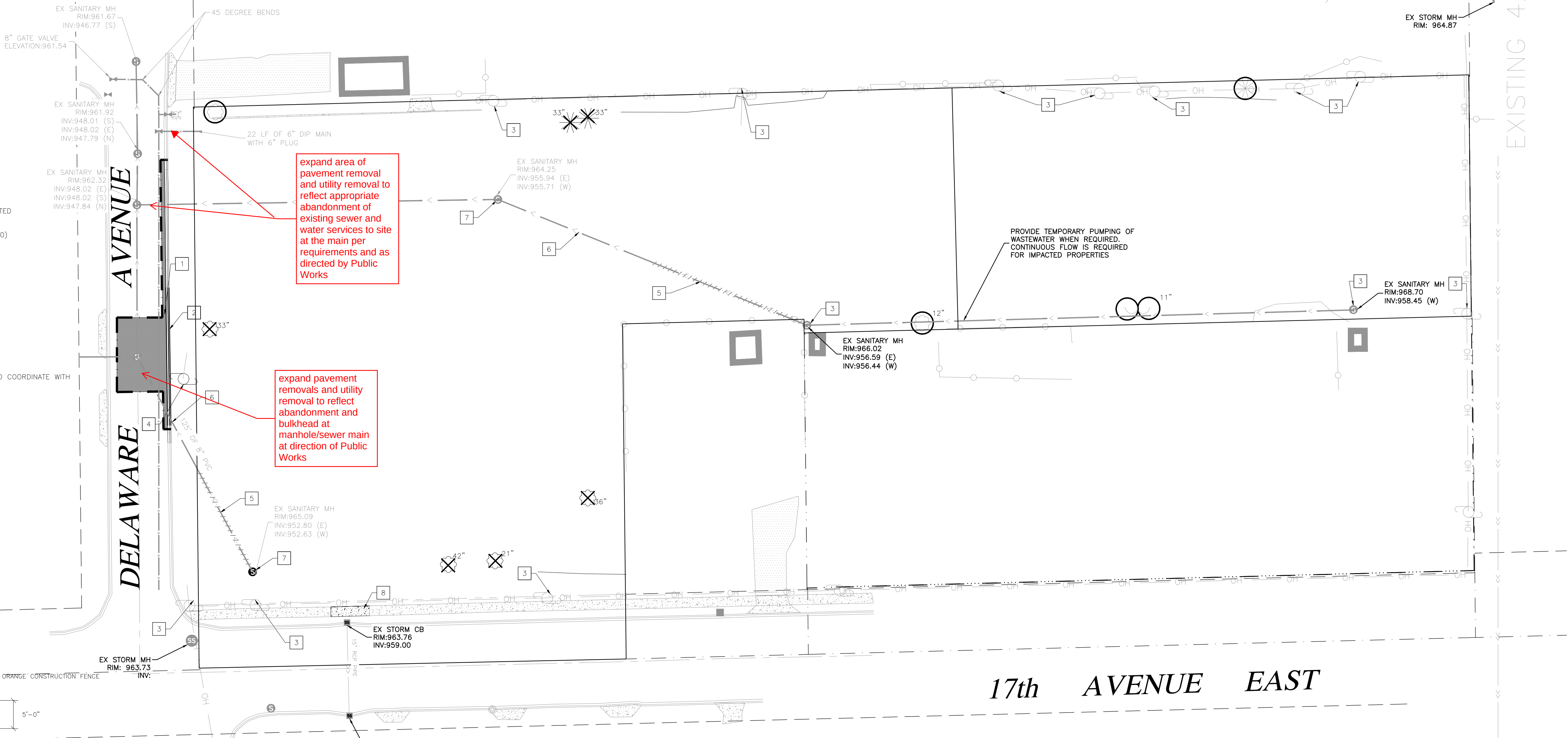
- 1 REMOVE BITUMINOUS PAVEMENT
- 2 REMOVE CONCRETE CURB AND GUTTER
- 3 PROTECT EXISTING UTILITIES TO REMAIN
- 4 RELOCATE POWER POLE, CONTACT CONTRACTOR TO COORDINATE WITH PRIVATE UTILITY
- 5 REMOVE EXISTING UTILITY PIPE
- 6 ABANDON EXISTING SANITARY LINE
- 7 REMOVE EXISTING MANHOLE
- 8 REMOVE EXISTING SIDEWALK



100 | TREE PROTECTION
NOT TO SCALE

GENERAL SITE DEMOLITION AND CLEARING NOTES:

- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR PROTECTING EXISTING SITE FEATURES (STRUCTURES, CURBS, WALKS, PAVEMENTS, UTILITIES, SIGNS, FENCES, ETC.) WHICH ARE TO REMAIN. REPAIR OR REPLACE, TO OWNER'S SATISFACTION, ANY DAMAGE TO EXISTING PROPERTY OR SITE FEATURES WHICH ARE TO REMAIN, AT NO ADDITIONAL COST.
- COORDINATE DISRUPTION OF UTILITY SERVICES WITH THE OWNER'S PROJECT REPRESENTATIVE AND UTILITY OWNER, PUBLIC OR PRIVATE. CONTRACTOR TO PROVIDE TEMPORARY UTILITIES AS NECESSARY TO MAINTAIN BUILDING SERVICES.
- THE OWNER'S ACTIVITIES MAY CONTINUE ON THE SITE DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE SEQUENCE OF WORK WITH THE OWNER.
- CONTRACTOR TO PROVIDE AND MAINTAIN FOR TEMPORARY FENCING AND PROTECTION REQUIREMENTS TO PROTECT PEDESTRIANS, VEHICLES, AND COMPLETED WORK FROM HARM/DAMAGE.
- PRIOR TO START OF ANY WORK, ALL EROSION AND SEDIMENT CONTROL PROTECTION MEASURES SHALL BE IN PLACE. SEE EROSION CONTROL PLAN OR SWPPP FOR DETAILS.
- CONTRACTOR SHALL PRESERVE ALL VEGETATION NOT TO BE REMOVED BY CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-SEEDING OR SODDING AREAS DISTURBED BY CONSTRUCTION.
- CLEARLY IDENTIFY AND LABEL EACH TREE THAT IS TO REMAIN PRIOR TO STARTING SITE CLEARING. CONTACT OWNER'S PROJECT REPRESENTATIVE FOR SITE INSPECTION AFTER ALL "TO REMAIN" TREES HAVE BEEN IDENTIFIED. TREES THAT ARE TO BE PROTECTED SHALL HAVE TEMPORARY FENCING PLACED AT THE DRIP LINE AROUND EACH TREE.
- STOCKPILE TOPSOIL FOR REUSE ON SITE. VERIFY THE STRIPPED TOPSOIL MEETS SPECIFICATIONS FOR THE PROPOSED USE. VERIFY THE AMOUNT OF TOPSOIL NEEDED AND REMOVE EXCESS FROM SITE.
- ALL MATERIAL REMOVED SHALL BE DISPOSED OF OFF-SITE AND IN A LEGAL MANNER.
- MATERIAL TO BE SALVAGED FOR REUSE BY OWNER SHALL BE REMOVED UNDAMAGED IN USABLE CONDITION. TEMPORARY PROTECTED STORAGE ON-SITE MAY BE REQUIRED.
- ON-SITE BROKERAGE OF MATERIALS SALVAGED BY CONTRACTOR FROM MATERIALS TO BE REMOVED IS NOT PERMITTED WITHOUT PRIOR OWNER APPROVAL.
- LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET (OR AVOIDED) SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE ENGINEER ANY DISCREPANCIES BETWEEN THEIR MEASUREMENTS AND THESE PLANS. CONTRACTOR SHALL ALSO MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES, CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.



Know what's below.
Call before you dig.

STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.



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

NOT FOR CONSTRUCTION

NAME: SIGNATURE: DATE:

REV. BY:	DESCRIPTION	REV.	DATE
ECR	CITY REVIEW	A	9/10/2019
NPCT	CITY PLANNING REVIEW	B	8/6/2020

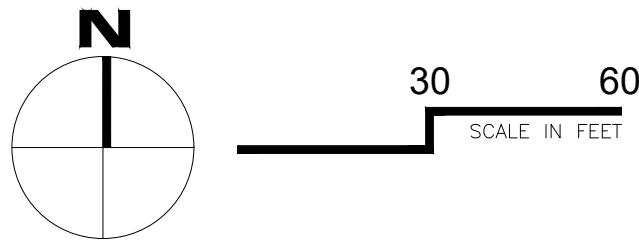
DELAWARE PLACE

3RD ST N AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

DEMOLITION PLAN

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

SHEET:
C1.0



GRADING LEGEND:

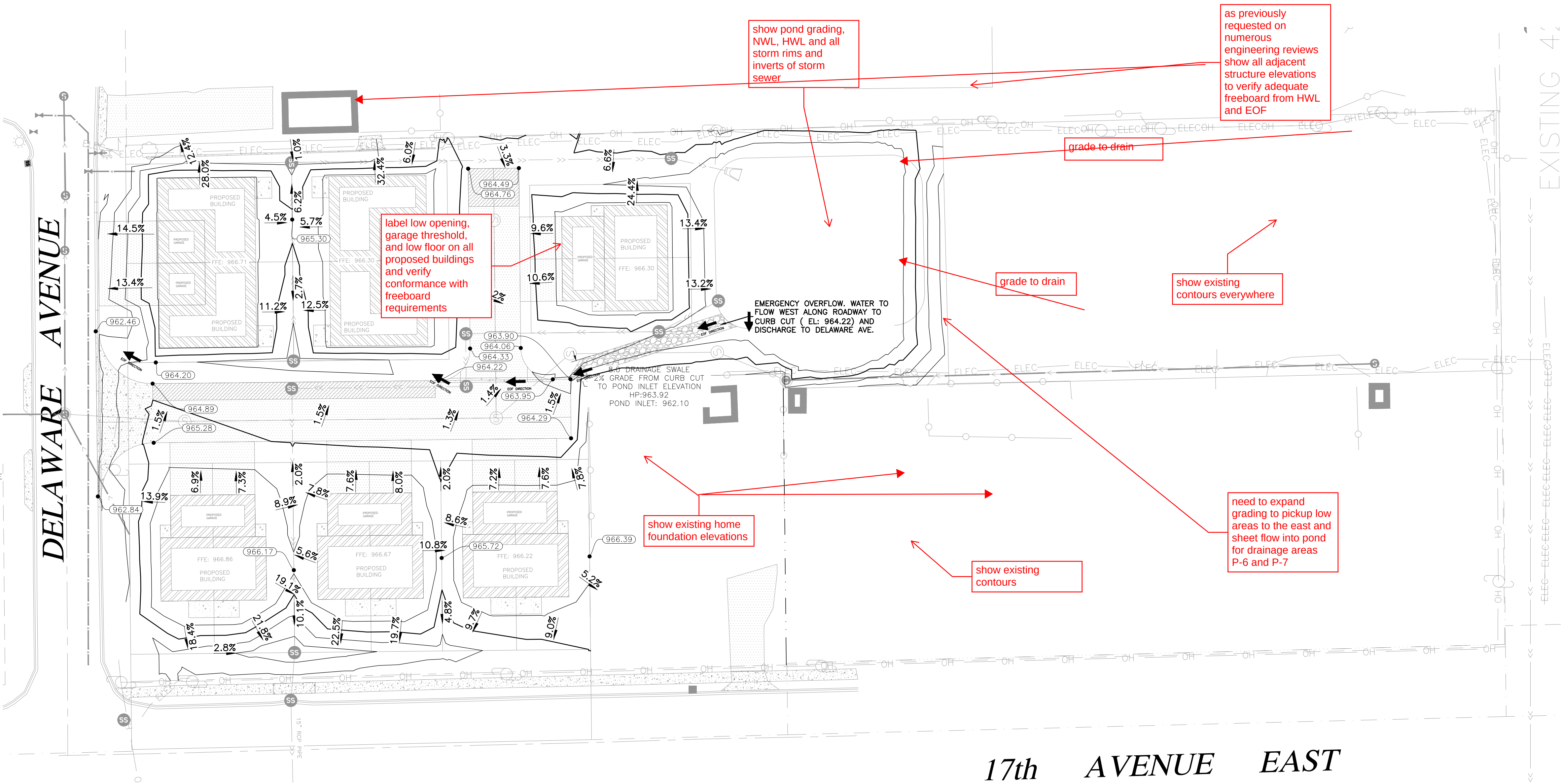
- MANHOLE
- CATCHBASIN
- APRON
- FLOW ARROW
- SPOT ELEVATION
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- TIP-OUT CURB AND GUTTER
- RIPRAP
- VEGETATED SWALE

GENERAL GRADING AND DRAINAGE NOTES:

- ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ONSITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
- REFER TO LANDSCAPE PLAN FOR PERMANENT TURF RESTORATION AND PLANTING INFORMATION.
- MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
- SEE CIVIL SITE PLAN FOR SITE LAYOUT.
- PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
- SPOT ELEVATIONS SHOWN ADJACENT TO CURB REFER TO GUTTER/FLOW LINE. SPOT ELEVATION SHOWN FOR TOP OF CURB ARE LABELED WITH TC (TOP OF CURB). SPOT LABELED ME REFERS TO MATCH EXISTING GRADE. EOF REFERS TO EMERGENCY OVERFLOW ELEVATION, TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL. HP REFERS TO HIGH POINT AND LP REFERS TO LOW POINT.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
- NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
- UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.
- PIPE LENGTH INCLUDES THE LENGTH OF THE APRON.

CUT/ FILL SUMMARY	
TOTAL CUT	2076 CY
TOTAL FILL	1648 CY
NET CUT/FILL	428 CY OF FILL
CUT AND FILL IS FROM EXISTING GRADE TO FINISHED GRADE AND DOES NOT ACCOUNT FOR SUB-GRADE MODIFICATIONS	
TOTAL IMPORT FOR BIT. CONCRETE, AND SUB-BASE	4263 CY

FFE = LOW OPENING, LOW FLOOR, GARAGE THRESHOLD ELEVATION



17th AVENUE EAST



Know what's below.
Call before you dig.

STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.

Consulting Engineers P.A.
3640 TALMAGE CIR. VADNAIS HEIGHTS
651.344.8783 - amiengineers.com
SUPERIOR - IRON RANGE

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

NOT FOR CONSTRUCTION

NAME: _____ SIGNATURE: _____ DATE: _____

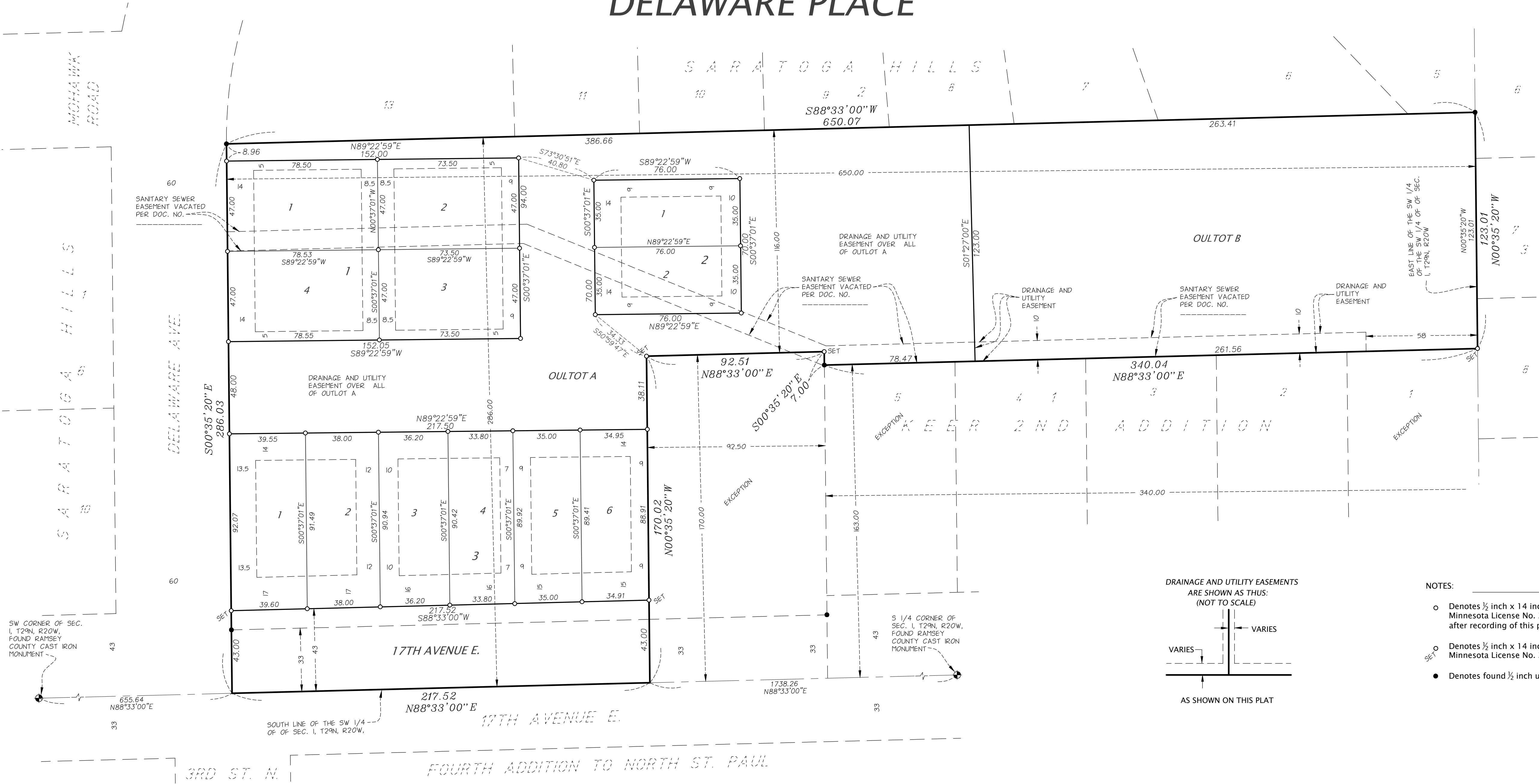
REV. BY:	DESCRIPTION	REV.	DATE
ECR	CITY REVIEW	A	9/10/2019
NPCT	CITY PLANNING REVIEW	B	8/6/2020

DELAWARE PLACE	GRADING PLAN
----	----
3RD ST N AND 17TH AVE E	
NORTH SAINT PAUL, MN 55109	

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

SHEET:
C3.0

DELAWARE PLACE



KNOW ALL PERSONS BY THESE PRESENTS: That Bruggerman Builders, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of North St. Paul, County of Ramsey, State of Minnesota:

The South 286 feet of the East 650 feet of the SW ¼ of SW ¼ of Section 1, Township 29, Range 22, EXCEPT the South 163 feet of the East 340 feet and EXCEPT the West 92.5 feet of the South 170 feet of the East 432.5 feet, Ramsey County, Minnesota.

Has caused the same to be surveyed and platted as DELAWARE PLACE and does hereby dedicate to the public for public use forever the public way and the easements for drainage and utility purposes only as shown on this plat.

In witness whereof said Bruggerman Builders, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Bruggerman Builders, LLC, a Minnesota limited liability company
_____, manager

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, manager of Bruggerman Builders, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, _____
My Commission Expires _____

I, Daniel L. Thurmes, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel L. Thurmes, Land Surveyor
Minnesota License No. 25718

STATE OF MINNESOTA
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Thurmes, Licensed Land Surveyor.

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY OF NORTH ST. PAUL
We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of North St. Paul, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled

_____, Mayor _____, Clerk

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

Christopher A. Samuel, Ramsey County Auditor/Treasurer

By _____, Deputy

COUNTY SURVEYOR
Pursuant to Minnesota Statutes, Section 383A.42, this plat is approved this _____ day of _____, 20____.

Daniel D. Baar
Ramsey County Surveyor

COUNTY RECORDER, County of Ramsey, State of Minnesota
I hereby certify that this plat of DELAWARE PLACE was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock ____M. and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

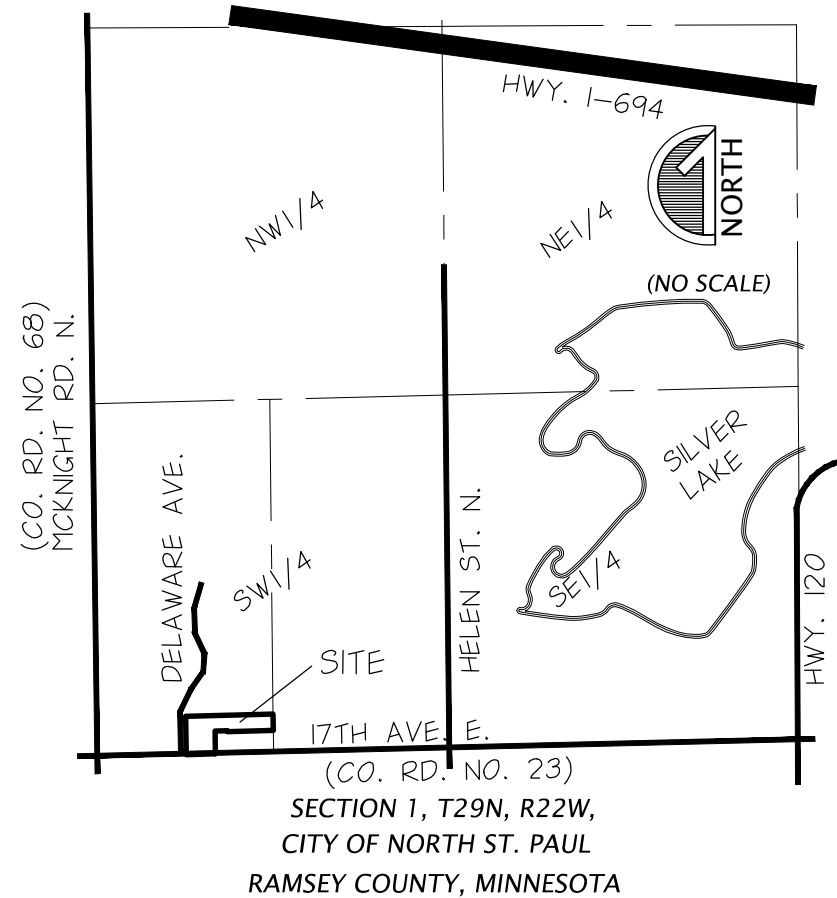
Deputy County Recorder

DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN AS THUS:
(NOT TO SCALE)

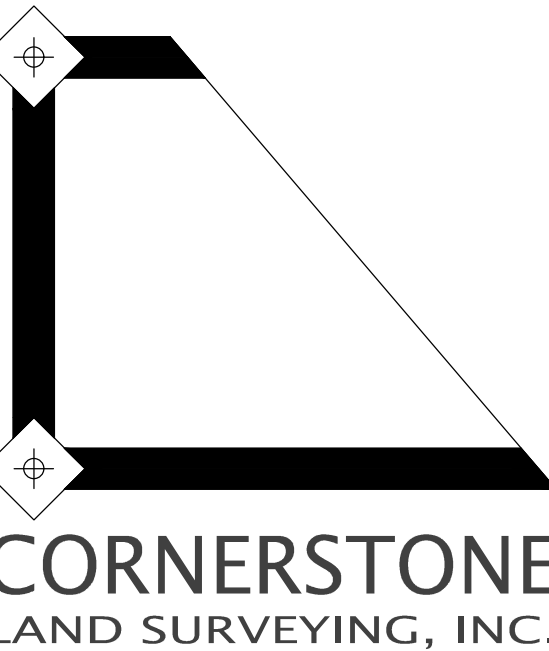
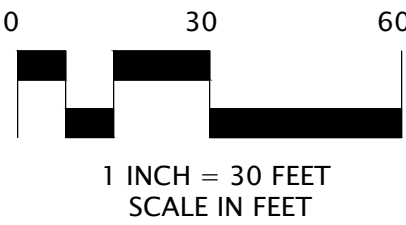
AS SHOWN ON THIS PLAT

- NOTES:
- Denotes ½ inch x 14 inch iron pipe marked with Minnesota License No. 25718 to be set within one year after recording of this plat.
 - Denotes ½ inch x 14 inch iron pipe set and marked with Minnesota License No. 25718.
 - Denotes found ½ inch unless otherwise indicated.

VICINITY MAP



FOR THE PURPOSES OF THIS SURVEY
THE SOUTH LINE OF THE SW ¼ OF
SEC. 1, T29N, R22W IS ASSUMED TO
BEAR N88°33'00"E .



MEMORANDUM

Date: 9/12/2019
To: Planning Commissioners
From: Erin Perdu, AICP, City Planner
Ryan Krzos, AICP, Planning Consultant
CC: Scott Duddeck, City Manager
Debra Gustafson, Administrative and Community Services Director
Re: Rezoning, Preliminary Plat, Planned Unit Development and Site Plan Review for development of 18 townhouse units at the Intersection of Delaware Avenue and 17th Avenue (2329 17th Avenue E).

Note that at the time of this addendum, staff is still waiting for some information to be provided by the applicant. Please note that newly added content is highlighted in grey.

Engineering Comments:

1. It is recommended that the existing 8-inch VCP sanitary be replaced as new 8-inch PVC, at the same time as watermain installation. The new sanitary sewer can be placed 10 feet away from the proposed watermain on the east end. The applicant should show the existing sanitary services to the lots located south of the site as being reconnected to the last segment of proposed pipe at the east end. Co-participation shall be determined in the final Developer's Agreement. **Agree**
2. The applicant is to provide additional construction or temporary access easements for all work on utilities that will extend outside the current permanent easements. This includes the sanitary sewer on the east end where the current easement is only 5' wide to the southern development border. Easements should be wide enough to allow for a 1:1 working trench unless a box or additional sheeting/shoring is utilized. **Agree**
3. Applicant is to maintain sanitary sewer service for the existing lots located south of the site throughout construction. **Agree**
4. Applicant is to show remaining profile view to the east and include the proposed watermain and proposed/existing sanitary sewer main. Applicant is to provide the connection to the existing sanitary sewer manhole if necessary as well. **Plan modified for new site layout.**
5. The watermain throughout the site shall be 8" PVC C900. Hydrant leads are to be DIP. **Agree**
6. Applicant is to provide a gate valve at the connection to the existing watermain in the street. **Agree**
7. Applicant is to provide a shutoff for the irrigation service. **Agree**
8. The applicant is to provide additional drainage and utility easement to encompass drainage swales that convey water from one lot across another. **agree**
9. There are several areas where the surface grades are proposed to be less than 2% between lots. The applicant should modify the grades or provide how water will be adequately conveyed in these areas. **Agree**

10. The applicant is to provide turning movements and show that emergency vehicles can navigate the hammerhead at the east end of the development. **Agree**
11. The site entrance/exit has a grade of just under 7%. This may cause a hazard in the winter time for cars attempting to enter and exit. A grade of 5% is recommended with a vertical curve and 0.5% immediately adjacent to Delaware Avenue. **Agree**
12. Restoration of disturbed City roads will require matching the existing road section in the area and replacement of the bituminous pavement to the road's full width. **Agree.**
13. The applicant is to modify the proposed site grading and draitile installation to avoid existing electrical utilities or coordinate relocating the facilities with the utility owner. Proposed site grading shall not compromise the integrity of the existing electrical facilities. **Agree**
14. The applicant is to modify the proposed site grading or FFE's to allow for at least 0.5' of fall between the FFE of the houses and the high point of the adjacent drainage swales between the houses. **Agree**
15. The applicant shall verify that flow arrows are in agreement with proposed contours (see the north side of Lot 1, etc.). **Plan modified for new site layout.**
16. The applicant shall provide valley gutter to convey water across the bituminous stub between Lot 2 and the pond. **Agree.**
17. The curb line must convey drainage at a minimum 0.5% for the whole length. Applicant is to modify curbline grades and highpoints at the turnaround to achieve this. **Agree**
18. Applicant is to verify references called out in the plan for specific details (e.g. Sheet C4.0 Key Notes 3, 4, etc.). **Agree.**
19. The applicant is responsible for obtaining all necessary permits for the project from both the City and applicable outside agencies. **At later date.**

Stormwater:

General

20. A Ramsey Washington Metro Watershed District permit will be required and should be submitted to the City prior to issuance of any City permits. **At later date.**
21. A SWPPP and erosion control plan must be submitted to the City for review. **Agree**
22. An operations and maintenance plan for the proposed stormwater treatment system must be submitted to and executed with the City. **At later date.**

Plans

23. The stormwater management plan shall be subject to further comments by the city engineer following more detailed analysis of downstream system and HydroCAD modeling prior to final construction plan approvals and final plat approval. As part of this analyses the existing structure that is being connected to may require replacement. **At later date.**
24. The applicant is to provide low opening elevations for the adjacent homes around the entire site and verify adequate freeboard from the pond and drainage is demonstrated on the final construction plans to the satisfaction of the city engineer prior to final plat approval. **Agree**

25. Drainage and utility easements are to be added to the final plat as required by the city engineer. **Agree**
26. No landscaping shall conflict with underground or overhead infrastructure or maintenance access thereto, drainage swales, emergency overflow routes, or stormwater management infrastructure. **Agree**
27. Applicant shall provide cleanouts on drintile at all bend points and in the middle of the 343' length. **No drintile.**
28. Applicant is to provide a profile view and schedule for the storm sewer. **Agree**

RECOMMENDED ACTION

Based on the findings described in this report, staff recommends the following actions:

1. **Conditional approval** of the site plan for redevelopment of the site as proposed, with the following conditions:
 - a. Revision of plan and stormwater management plan to satisfy all engineering comments on previously submitted information
 - b. Easements shall be added to the final plat as required by the City Engineer.
 - c. Final hydrant locations and turnaround dimensions shall be approved by the Fire Chief
 - d. The applicant is responsible for obtaining all necessary permits for the project from the City and all applicable outside agencies, including but not limited to Ramsey County, Ramsey Washington Metro Watershed District, MPCA (NPDES and sanitary sewer), and MDH (Water main).
 - e. A Developer's Agreement shall be required
 - f. The water and sewer shall be public. The Stormwater management pond and related infrastructure and street shall be privately owned and maintained.

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VICINITY MAP

The vicinity map shows the project location (marked with a black square and labeled 'SITE') at the intersection of 17th Ave E and Apache Blvd. The map includes surrounding streets such as 16th Ave E, 15th Ave E, 14th Ave E, 13th Ave E, 12th Ave E, 11th Ave E, 10th Ave E, 9th Ave E, 8th Ave E, 7th Ave E, 6th Ave E, 5th Ave E, 4th Ave E, 3rd Ave E, 2nd Ave E, 1st Ave E, and various north-south streets like White Bear Ave N, Fremont St, and 1st St N. The map also shows Silver Lake, Casey Lake, and several parks including Casey Lake Park, Silver Lake Park, and Dorothy Park. Major roads like I-17 and I-25 are also visible.

	PROPERTY LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	RETAINING WALL
	EXISTING BUILDING
	PROPOSED BUILDING
	FENCE
	EXISTING STORM
	PROPOSED STORM
	PROPOSED DRAIN TILE
	EXISTING SANITARY
	PROPOSED SANITARY
	EXISTING WATERMAIN
	PROPOSED WATERMAIN
	EXISTING OVERHEAD UTILITY
	EXISTING FIBEROPTIC
	EXISTING UNDERGROUND ELECTRIC
	EXISTING UNDERGROUND GAS
	EXISTING MAJOR CONTOUR
	PROPOSED MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MINOR CONTOUR
	SILT FENCE
	BIOROLL LOG

FFE	FINISH FLOOR ELEVATION
WO	WALKOUT ELEVATION
LO	LOOKOUT ELEVATION
ME	MATCH EXISTING ELEVATION
GB	GRADE BREAK
HP	HIGH POINT
LP	LOW POINT
TW	TOP OF WALL ELEVATION
BW	BOTTOM OF WALL ELEVATION
EOF	EMERGENCY OVERFLOW ELEVATION
HWL	HIGH WATER LEVEL
NWL	NORMAL WATER LEVEL
RIM	RIM ELEVATION
INV	INVERT ELEVATION
DIP	DUCTILE IRON PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PERF PE	PERFORATED PIPE
LF	LINEAR FEET
CY	CUBIC YARD
SF	SQUARE FOOTAGE
STA	STATION
F&I	FURNISH AND INSTALL
AR	AS REQUIRED
UAI	USE AS-IS
TYP	TYPICAL
R	RADIUS
NTS	NOT TO SCALE
ROW	RIGHT OF WAY

	SANITARY MANHOLE
	SANITARY CLEANOUT
	STORM MANHOLE
	STORM CATCH BASIN
	STORM APRON
	WATER VALVE
	FIRE HYDRANT
	POWER POLE
	LIGHT POLE
	FLAG POLE
	GAS METER
	ELECTRIC METER
	MAIL BOX
	SIGN
	SOIL BORING LOCATION
	SLOPE
	SPOT ELEVATION
	PARKING STALL COUNT
	INLET PROTECTION

	BITUMINOUS PAVEMENT
	CONCRETE
	RIPRAP
	WETLAND
	EROSION CONTROL BLANKET
	SOD
	MULCH
	ROCK CONSTRUCTION ENTRANCE

CIVIL	
T1.0-1.1	TITLE SHEET
C1.0	DEMOLITION PLAN
C2.0-2.1	SITE PLAN
C3.0	GRADING PLAN
C4.0-4.2	UTILITY PLAN
C5.0-5.1	STORM MANAGEMENT PLAN
C6.0-6.2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

CORNERSTONE LAND SURVEYING, INC.
DANIEL L. THURMES, PLS
DAN@CSSURVEY.NET
6750 STILLWATER BLVD N #1
STILLWATER, MN 55082
651.275.8969



THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PROVIDED BY THE UTILITY OWNER, ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING CONSTRUCTION PER STATE LAW.

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE CURRENT VERSION
OF THE **CITY OF NORTH SAINT PAUL** STANDARD CONSTRUCTION
SPECIFICATIONS SHALL GOVERN.

AMI
Consulting Engineers P.A.
3640 TALMAGE CIR. VADNAIS HEIGHTS
651.344.8783 - amiengineers.com
SUPERIOR - IRON RANGE

OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE
LAWS OF THE STATE OF MINNESOTA.

NOT FOR MINISTRY
FOR CONSTRUCTION

NAME: _____
SIGNATURE: _____
DATE: _____
LIC. NO.: XXXXX

	9/10/2019	A	CITY REVIEW	ECR
	8/4/2020	B	CITY PLANNING REVIEW	NPCT

DEWHAVER LACAL 3RD ST N AND 17TH AVE E NORTH SAINT PAUL, MN 55109	TITLE SHEET
--	--------------------

OB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

SHEET:

T1.0

GENERAL PROJECT NOTES:

- BIDDER WILL VISIT THE SITE PRIOR TO BIDDING TO UNDERSTAND THE SCOPE OF WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ITEMS THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT, STUDYING THE TOPOGRAPHIC SURVEY, THOROUGHLY REVIEWING ALL PLANS AND REPORTS, AND ADDITIONAL INFORMATION REQUESTED FOR CLARIFICATION PRIOR TO BIDDING.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO STARTING WORK.
- EXISTING TOPOGRAPHIC AND BOUNDARY INFORMATION TAKEN FROM SURVEY BY AMI CONSULTING ENGINEERS IN 2018. SUPPLEMENTAL INFORMATION GATHERED FROM SITE VISITS, AND PLANS OBTAINED FROM CLIENT, ARE SHOWN AS APPROXIMATE LOCATIONS ONLY AND SHALL BE FIELD VERIFIED PRIOR TO OR DURING CONSTRUCTION. CONTACT ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE.
- PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE MN MUTCD, CURRENT ADDITION.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- ALL CONSTRUCTION WORK SHALL BE COMPLETED WITHIN CITY APPROVED WORKING HOURS.
- INSTALL FENCING AND BARRICADING AS NECESSARY TO PROTECT THE PUBLIC.

GENERAL SITE DEMOLITION AND CLEARING NOTES:

- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR PROTECTING EXISTING SITE FEATURES (STRUCTURES, TREES, CURBS, WALKS, PAVEMENTS, UTILITIES, SIGNAGE, FENCES, ETC.) WHICH ARE TO REMAIN. REPAIR OR REPLACE, TO OWNER'S SATISFACTION, ANY DAMAGE TO EXISTING PROPERTY OR SITE FEATURES WHICH ARE TO REMAIN, AT NO ADDITIONAL COST.
- COORDINATE DISRUPTION OF UTILITY SERVICES WITH THE OWNER'S PROJECT REPRESENTATIVE AND UTILITY OWNER, PUBLIC OR PRIVATE. CONTRACTOR TO PROVIDE TEMPORARY UTILITIES AS NECESSARY TO MAINTAIN BUILDING SERVICES.
- THE OWNER'S ACTIVITIES MAY CONTINUE ON THE SITE DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE SEQUENCE OF WORK WITH THE OWNER. WEEKEND AND/OR OFF-PEAK HOURS MAY BE REQUIRED.
- PRIOR TO START OF ANY WORK, ALL EROSION AND SEDIMENT CONTROL PROTECTION MEASURES SHALL BE IN PLACE. SEE EROSION CONTROL PLAN OR SWPPP FOR DETAILS.
- CONTRACTOR SHALL PRESERVE ALL VEGETATION NOT TO BE REMOVED BY CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-SEEDING OR SODDING AREAS DISTURBED BY CONSTRUCTION.
- CLEARLY IDENTIFY AND PROTECT EACH TREE THAT IS TO REMAIN PRIOR TO STARTING SITE CLEARING. CONTACT OWNER'S PROJECT REPRESENTATIVE FOR SITE INSPECTION AFTER ALL "TO REMAIN" TREES HAVE BEEN IDENTIFIED. TREES THAT ARE TO BE PROTECTED SHALL HAVE TEMPORARY FENCING PLACED AT THE DRIP LINE AROUND EACH TREE.
- STOCKPILE TOPSOIL FOR REUSE ON SITE. VERIFY THE STRIPPED TOPSOIL MEETS SPECIFICATIONS FOR THE PROPOSED USE. VERIFY THE AMOUNT OF TOPSOIL NEEDED AND REMOVE EXCESS FROM SITE.
- ALL MATERIAL REMOVED SHALL BE DISPOSED OF OFF-SITE AND IN A LEGAL MANNER.
- MATERIAL TO BE SALVAGED FOR REUSE BY OWNER SHALL BE REMOVED UNDAMAGED IN USABLE CONDITION. TEMPORARY PROTECTED STORAGE ON-SITE MAY BE REQUIRED.
- ON-SITE BROKERAGE OF MATERIALS SALVAGED BY CONTRACTOR FROM MATERIALS TO BE REMOVED IS NOT PERMITTED WITHOUT PRIOR WRITTEN OWNER APPROVAL.
- LOCATION AND ELEVATIONS OF EXISTING IMPROVEMENTS SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE ENGINEER ANY DISCREPANCIES BETWEEN THEIR MEASUREMENTS AND THESE PLANS. CONTRACTOR SHALL ALSO MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF NECESSARY. IF DEEMED NECESSARY, CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

SIGNAGE AND MARKING NOTES:

- ALL SIGNS SHALL BE ACCORDANCE WITH THE MN MUTCD, CURRENT VERSION.
- SEE REGULATORY SIGN DETAIL FOR SIGN AND POST DETAILS AND SIGN DESIGNATION AND SIZE INFORMATION.
- ACCESSIBLE PARKING SIGNS SHALL BE PER MINNESOTA MUTCD SIGN R7-8M. VAN ACCESSIBLE PARKING SIGNS PER R7-8BP INDICATED AS "VAN". SEE ACCESSIBLE SIGN AND POST DETAIL.
- PROVIDE 4" WIDE SOLID WHITE STRIPING IN PARKING AREAS, UNLESS NOTED OTHERWISE
- PROVIDED PAVEMENT MARKINGS AND PAINT SYMBOLS AT ACCESSIBLE PARKING SPACES PER MN MUTCD, ADA AND LOCAL CODE

GENERAL GEOMETRIC AND PAVING NOTES:

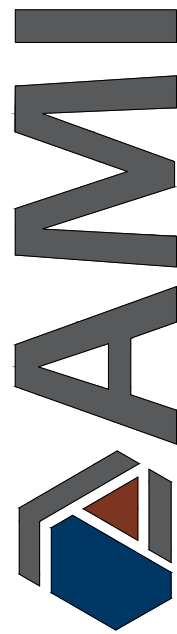
- SITE DIMENSIONS SHOWN ON THIS PLAN SHALL BE USED FOR ALL LAYOUT WORK. CHECK ALL PLAN AND DETAIL DIMENSIONS. BUILDING AND SITE IMPROVEMENTS SHALL BE LAID OUT ON SITE BY A REGISTERED LAND SURVEYOR, OR LICENSED ENGINEER.
- REFER TO SITE DEMOLITION PLAN FOR LIMITS OF PAVEMENT REMOVAL, IF APPLICABLE.
- ALL PAVING DIMENSIONS ARE TO FLOW LINE OF CURB UNLESS NOTED OTHERWISE. THE FLOW LINE OF CURB IS ASSUMED TO BE 8 INCHES FROM THE BACK OF CURB.
- MEET REQUIREMENTS OF LOCAL GOVERNING AUTHORITY FOR WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING TEMPORARY TRAFFIC CONTROL. A TRAFFIC CONTROL PLAN SHALL BE PROVIDED AND APPROVED BY THE CITY OR APPLICABLE ROAD AUTHORITY PRIOR TO BEGINNING WORK IN THE RIGHT OF WAY.
- ALL SIDEWALKS SHALL HAVE POSITIVE SLOPE AWAY FROM THE BUILDING. THE MAXIMUM CROSS SLOPE SHALL BE 2.0% AND THE MAXIMUM LONGITUDINAL SLOPE SHALL BE 5.0% UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
- NO SLOPE IN ANY DIRECTION SHALL EXCEED 2% IN ACCESSIBLE PARKING AND LOADING AREAS.
- MATCH NEW AND EXISTING PAVEMENT SURFACES, SIDEWALKS AND CURBS AT SAWCUT LINES, ALLOWING NO PONDING OF WATER AT JOINTS. PROVIDE SMOOTH GRADE TRANSITION ACROSS NEW AND EXISTING JOINTS.
- ALLOW MINIMUM OF SEVEN DAYS CURE FOR CURB AND GUTTER PRIOR TO PAVING.
- ALLOW MINIMUM OF 24 HOUR COOLING PRIOR TO ALLOWING TRAFFIC ON BITUMINOUS PAVING.
- PROVIDE 4' TRANSITION OF B618 CURB AND GUTTER EITHER SIDE OF RECTANGULAR CATCH BASINS TO MATCH WIDTH OF CASTING.

GENERAL GRADING AND DRAINAGE NOTES:

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ONSITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
- REFER TO LANDSCAPE PLAN FOR PERMANENT TURF RESTORATION AND PLANTING INFORMATION.
- MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
- FILL POTHOLES, LOW SPOTS, AND OVERLAY GUTTER WHERE NEEDED TO ATTAIN PROPER DRAINAGE WHEN NEEDED
- SEE CIVIL SITE PLAN FOR SITE LAYOUT.
- PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
- SPOT ELEVATIONS SHOWN ADJACENT TO CURB REFER TO GUTTER/FLOW LINE. SPOT ELEVATION SHOWN FOR TOP OF CURB ARE LABELED WITH TC (TOP OF CURB). SPOT ELEVATIONS LABELED ME REFERS TO MATCH EXISTING GRADE, EOF REFERS TO EMERGENCY OVERFLOW CONTROL ELEVATION, TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
- NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
- UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
- LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.

INCIDENTAL ITEMS:

- ALL SAWCUTS AND FULL BITUMINOUS REMOVAL ASSOCIATED WITH CONCRETE CURB AND GUTTER REMOVAL AND PLACEMENT.
- ALL EROSION AND SEDIMENT CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- ADDITIONAL INCIDENTAL ITEMS AS DESCRIBED IN THE REFERENCED TECHNICAL SPECIFICATIONS OR DETAILS.



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REV. BY:	DESCRIPTION	REV.	DATE
ECR	CITY REVIEW	A	9/10/2019
NPCT	CITY PLANNING REVIEW	B	8/6/2020

REV.	DATE	DESCRIPTION	REV. BY:
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B	8/6/2020	CITY PLANNING REVIEW	NPCT

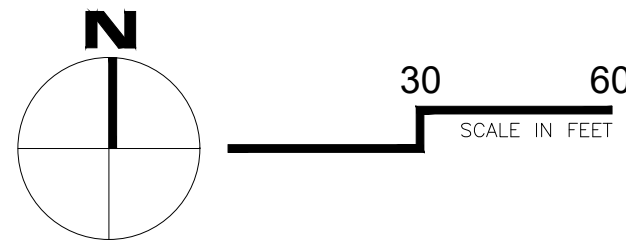
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8/6/2020	B	CITY PLANNING REVIEW	NPCT

DELAWARE PLACE	DELTA
3RD ST N AND 17TH AVE E	DELTA
NORTH SAINT PAUL, MN 55109	DELTA
GENERAL PROJECT NOTES	DELTA

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

SHEET:
T1.1





CIVIL SITE LEGEND:

-
- BITUMINOUS PAVEMENT (SEE DETAIL 200)

KEY NOTES

- 1
- BITUMINOUS PAVEMENT (SEE DETAIL 200)

2

3

4

5

6

7

GENERAL GEOMETRIC AND PAVING NOTES:

1.
- SITE DIMENSIONS SHOWN ON THIS PLAN SHALL BE USED FOR ALL LAYOUT WORK. CHECK ALL PLAN AND DETAIL DIMENSIONS. BUILDING AND SITE IMPROVEMENTS SHALL BE LAID OUT ON SITE BY A REGISTERED LAND SURVEYOR, OR A LICENSED ENGINEER.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

SIGNAGE AND MARKING NOTES:

1.
- ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MN MUTCD, CURRENT VERSION.

2.

3.

4.

5.

SITE DATA	
SITE/PARCEL SIZE	1.74 AC (75724.6 SF)
BUILDING AREA	16582.5 SF (22% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	0.7 AC/1.79 AC
LAND USE CLASSIFICATION	R2
CURRENT ZONING	R2
FLOOD ZONE CLASSIFICATION	ZONE X



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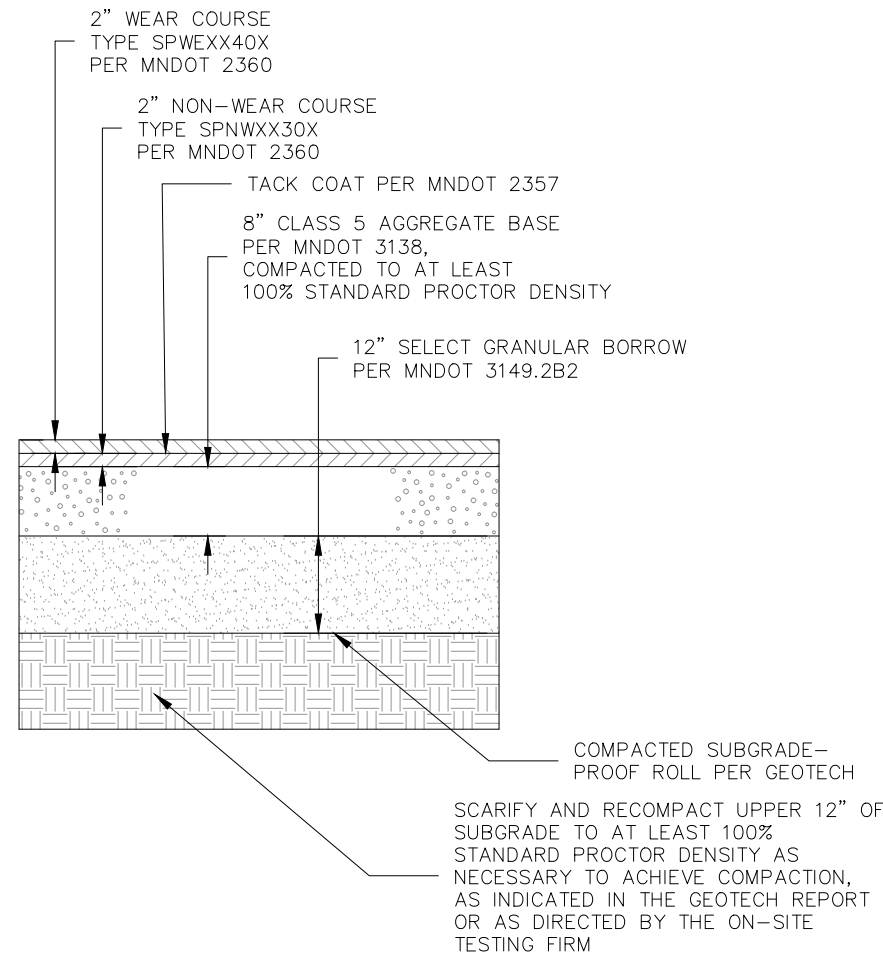
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		CITY REVIEW	CITY PLANNING REVIEW
A	ECR		
B	NPCT		

DATE:	REV:	DESCRIPTION
9/10/2019	A	CITY REVIEW
8/6/2020	B	CITY PLANNING REVIEW

DELAWARE PLACE	DELAWARE PLACE
-----	-----
3RD ST N AND 17TH AVE E	3RD ST N AND 17TH AVE E
NORTH SAINT PAUL, MN 55109	NORTH SAINT PAUL, MN 55109
SITE PLAN	SITE PLAN
----	----

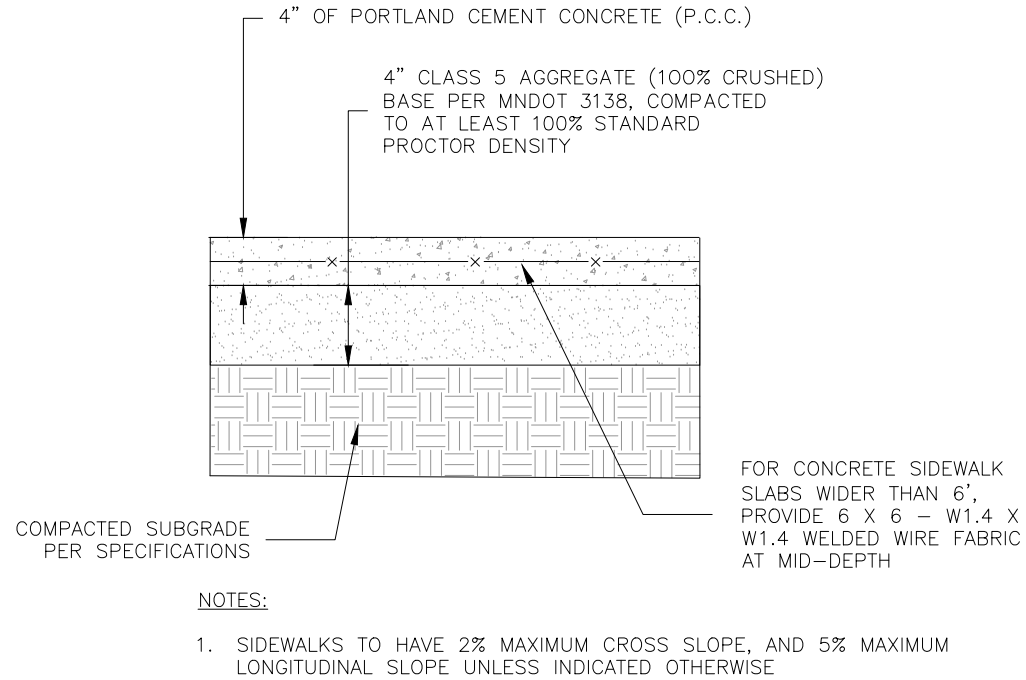
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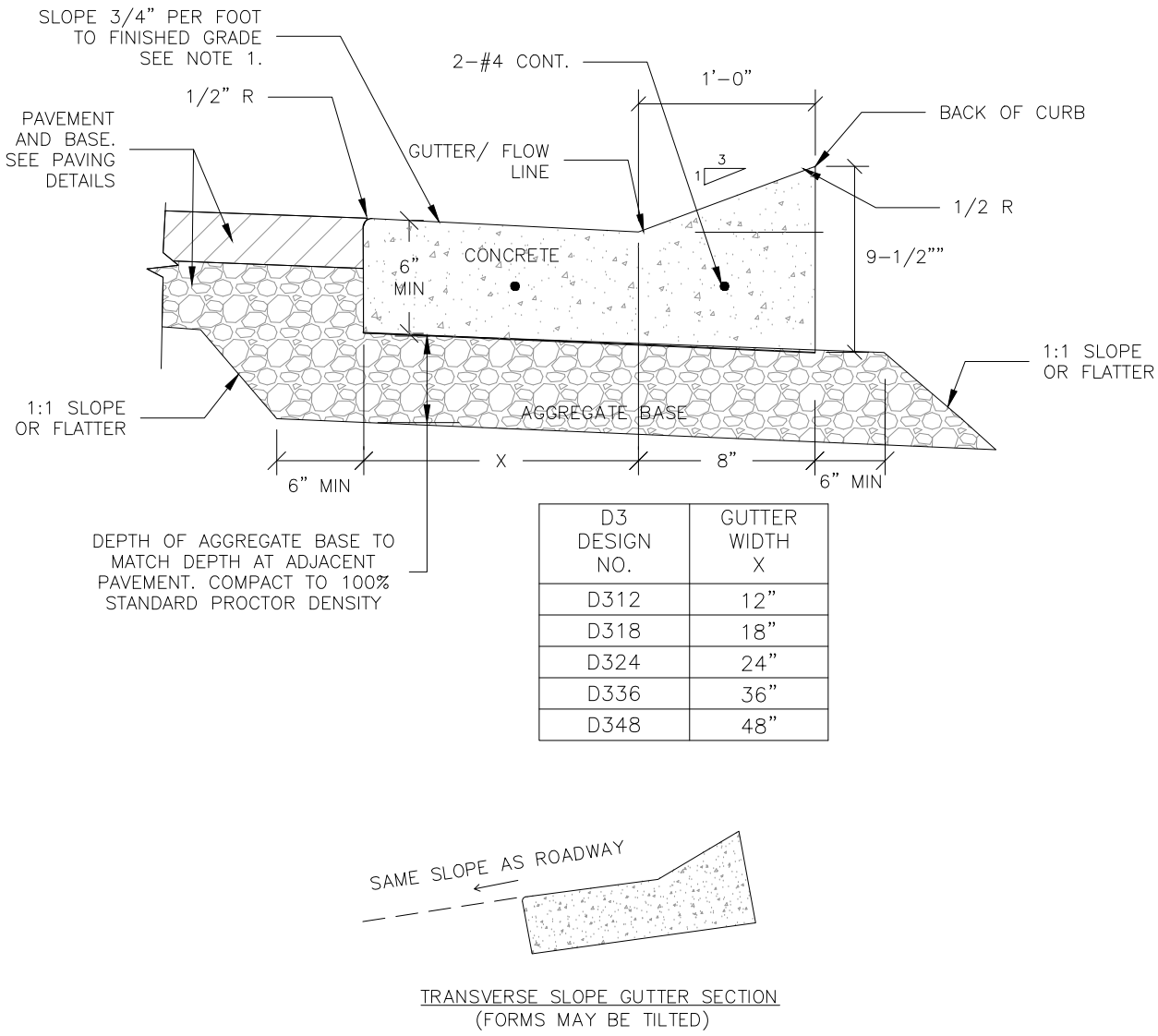


NOTES:
1. CONFIRM SECTION WITH GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTING

200 | BITUMINOUS PAVEMENT
NOT TO SCALE

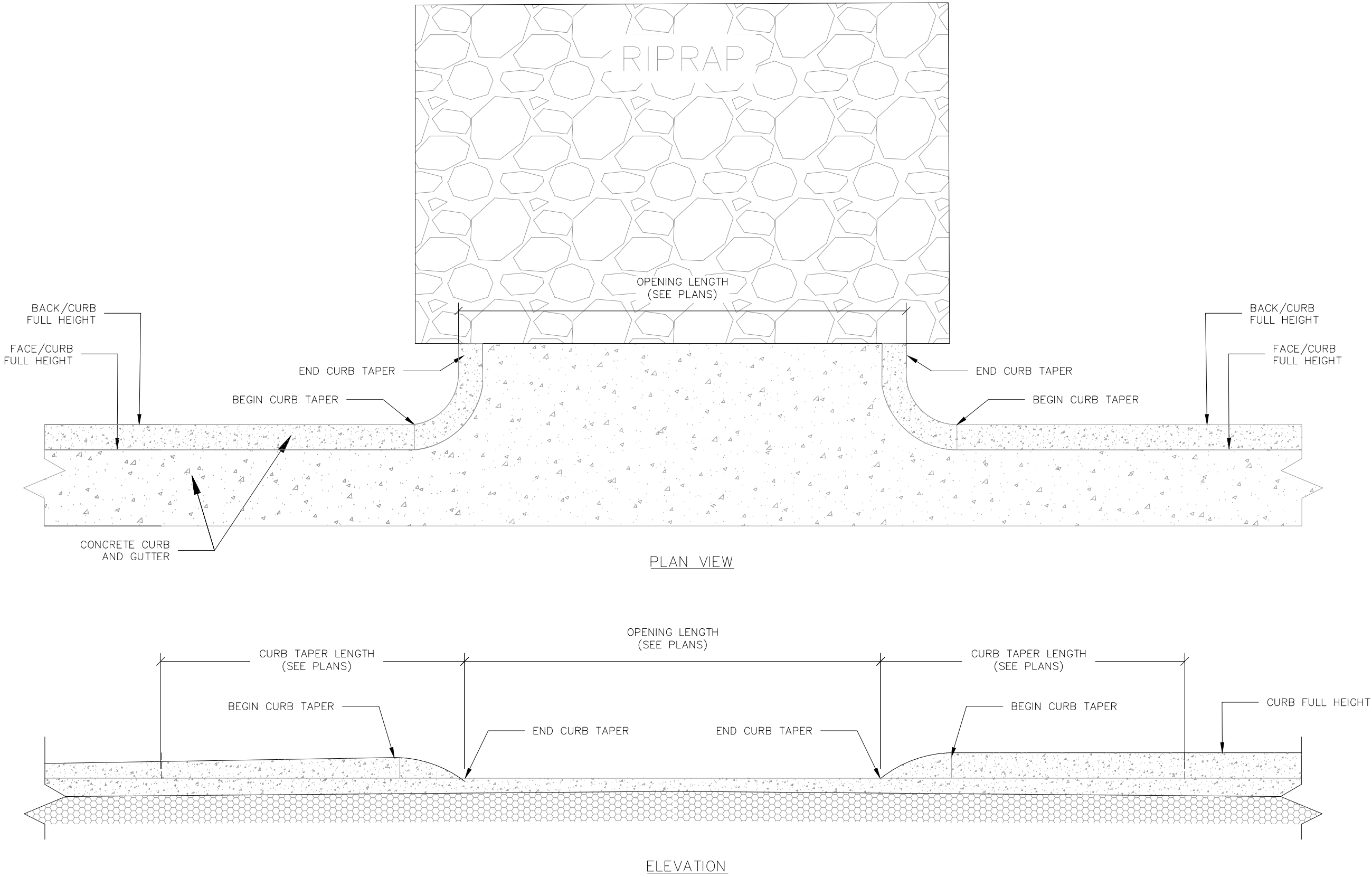


204 | CONCRETE SIDEWALK
NOT TO SCALE



- NOTES:
- SLOPE 3/4" PER FT. NORMAL, UNLESS OTHERWISE SPECIFIED. IF A DIFFERENT GUTTER SLOPE IS PERMITTED, THE GUTTER FORM MAY BE TILTED.
 - LONGITUDINAL JOINT WHEN ADJACENT TO RIGID PAVEMENT OR BASE. SEE STANDARD PLANS MANUAL FOR JOINT INFORMATION.
 - B4 MINIMUM HEIGHT = 10". B5 MINIMUM HEIGHT = 11-1/4".
 - ANY ADDITIONAL BASE MATERIAL REQUIRED IS INCIDENTAL WITH THESE OPTIONAL DESIGNS.
 - CONSTRUCT CURB AND GUTTER PER MNDOT 2531

211 | D3 STYLE CURB AND GUTTER
NOT TO SCALE



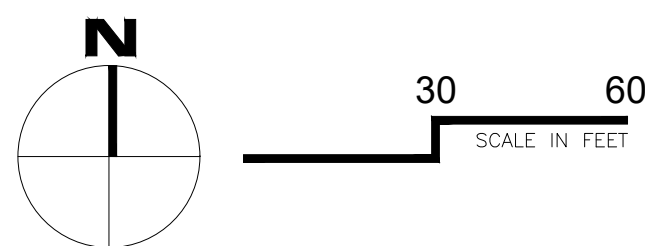
212 | CURB CUT FLOOM
NOT TO SCALE

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NPCT	CITY PLANNING REVIEW	B	8/6/2020

DELAWARE PLACE	DETAILS
-----	----
3RD ST N AND 17TH AVE E	
NORTH SAINT PAUL, MN 55109	

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SHEET:
C2.1



	MANHOLE
	CATCHBASIN
	APRON
	FLOW ARROW
	SPOT ELEVATION
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	TIP-OUT CURB AND GUTTER
	RIPRAP
	VEGETATED SWALE

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ONSITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
4. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
5. REFER TO LANDSCAPE PLAN FOR PERMANENT TURF RESTORATION AND PLANTING INFORMATION.
6. MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
7. SEE CIVIL SITE PLAN FOR SITE LAYOUT.
8. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
9. SPOT ELEVATIONS SHOWN ADJACENT TO CURB REFER TO GUTTER/FLOW LINE. SPOT ELEVATION SHOWN FOR TOP OF CURB ARE LABELED WITH TC (TOP OF CURB). SPOT ELEVATION REFER TO MATCH EXISTING GRADE. EOFF REFERS TO EMERGENCY OVERFLOW ELEVATION, TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL. HP REFERS TO HIGH POINT AND LP REFERS TO LOW POINT.
10. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
11. NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
12. UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
13. LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.
14. PIPE LENGTH INCLUDES THE LENGTH OF THE APRON.

CUT/ FILL SUMMARY	
TOTAL CUT	2076 CY
TOTAL FILL	1648 CY
NET CUT/FILL	428 CY OF FILL
CUT AND FILL IS FROM EXISTING GRADE TO FINISHED GRADE AND DOES NOT ACCOUNT FOR SUB-GRADE MODIFICATIONS	
TOTAL IMPORT FOR BIT, CONCRETE, AND SUB-BASE	4263 CY



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NAME: NOT FOR EXAMINATION

SIGNATURE: _____

DATE: _____ LICENSE: XXXXX

DATE:	REV:	DESCRIPTION	REV. BY:
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8/6/2020	B	CITY PLANNING REVIEW	INCT

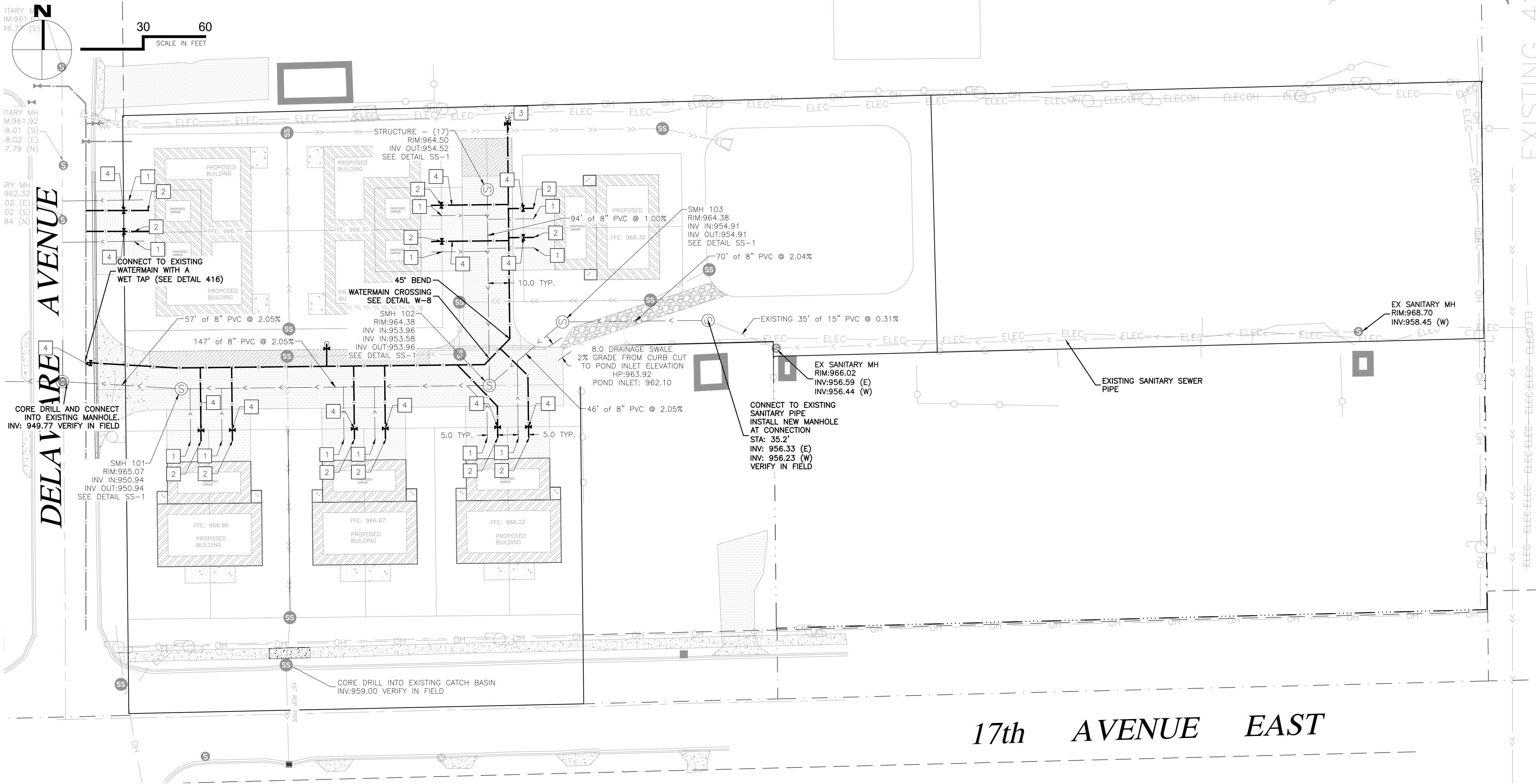
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DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

SHEET:

C3.0

GENERAL UTILITY NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE IMPROVEMENTS, INCLUDING PORTIONS OF WORK WHICH MAY BE PERFORMED BY UTILITY COMPANY'S FORCES. ALL PERMITS, APPLICATIONS, FEES AND CHARGES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- UTILITY DISCONNECTIONS, REMOVALS AND/OR ABANDONMENT SHALL BE COORDINATED WITH THE PROJECT PHASING TO ENSURE NEEDED SERVICES ARE MAINTAINED TO ALL BUILDING FACILITIES.
- REFER TO SITE REMOVALS PLAN FOR LIMITS OF UTILITY PIPE REMOVALS.
- PRIOR TO CONSTRUCTION OF PROPOSED BUILDING UTILITY SERVICES, VERIFY PIPE SIZES, LOCATIONS AND ELEVATIONS WITH MECHANICAL PLANS. COORDINATE CONSTRUCTION AND CONNECTIONS WITH MECHANICAL CONTRACTORS.
- THE CONTRACTOR SHALL MEET THE REQUIREMENTS OF THE LOCAL GOVERNING AUTHORITIES FOR CONNECTION TO PUBLIC WATER, SANITARY SEWER AND STORM SEWER UTILITIES AND WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING PROVIDING AN APPROVED TRAFFIC CONTROL PLAN AS NECESSARY.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR UTILITY CONNECTIONS AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL WATER SERVICES ARE TO HAVE A MINIMUM OF 7.5 FEET AND A MAXIMUM OF 9.0 FEET OF COVER. MAXIMUM COVER MAY CHANGE IF DEFLECTING WATER SERVICE UNDER UTILITIES. ALL VALVES ARE TO HAVE 7.5 TO 9.0 FEET OF COVER.
- WATERMAIN SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINTILE OR OTHER POTENTIAL SOURCE OF CONTAMINATION. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE.
- SHOULD WATER SERVICE CONFLICT WITH OTHER UTILITIES, DEFLECT WATER SERVICE DOWN TO PROVIDE A MINIMUM VERTICAL CLEARANCE OF 18 INCHES BETWEEN BOTTOM OF UTILITY PIPE AND TOP OF WATERMAIN. CENTER SECTION OF WATERMAIN PIPE AT CROSSING TO PROVIDE MAXIMUM DISTANCE OF JOINTS FROM SEWER CROSSING. FOLLOW TEN STATE STANDARDS, CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) AND MINNESOTA DEPARTMENT OF HEALTH STANDARDS FOR UTILITY CROSSINGS. REFER TO DETAIL UTIL-10 FOR DETAILS.
- ALL WATER SERVICE THRUST FORCE POINTS (INCLUDES VALVES, TEES, WYES, CROSSES, REDUCERS, HYDRANTS, DEAD ENDS AND BENDS) ARE TO BE LUGGED (MECHANICAL JOINTS). VERIFY JOINT RESTRAINT METHOD REQUIREMENTS WITH LOCAL GOVERNING AUTHORITY.
- FIRE HYDRANT ASSEMBLY SHALL INCLUDE NECESSARY TEES, STUBS, AND GATE VALVES SHOWN ON THE DRAWING AND DETAILS, AND AS REQUIRED BY THE CITY. VERIFY INSTALLATION REQUIREMENTS WITH LOCAL GOVERNING AUTHORITY REQUIREMENTS.
- CONTRACTOR TO ADJUST ALL EXISTING AND PROPOSED GATE VALVES AND MANHOLES TO BE FLUSH WITH FINAL GRADE.
- SANITARY SEWER PIPE AND FITTINGS SHALL BE PVC, SDR 35 FOR PIPES LESS THAN 12- FEET DEEP. SDR 26 FOR PIPES GREATER THAN 12 FEET DEEP UNLESS OTHERWISE NOTED.
- ALL SERVICE CONNECTIONS WITH LESS THAN 5 FEET COVER (TO TOP OF PIPE FOR WATER AND TO INVERT ON SANITARY, ARE TO BE INSULATED.
- INSTALL CLEANOUTS/MANHOLES ALONG SANITARY SEWER SERVICE PER MINNESOTA DEPARTMENT OF HEALTH PLUMBING CODE REQUIREMENTS.
- SANITARY MANHOLES SHALL HAVE WATERTIGHT LIDS.
- THE CONTRACTOR SHALL CLEAN ALL SURFACE FLOW CHANNELS, PIPES AND STRUCTURES AFTER FINAL SURFACES ARE ESTABLISHED AND PRIOR TO PROJECT CLOSEOUT.
- ALL SEWER AND WATER CONSTRUCTION TO COMPLY WITH CITY ENGINEERING DESIGN STANDARDS.
- UTILITY CONSTRUCTION PER MNDOT SPECIFICATIONS 2451, 2501, 2502, 2506, 2506, 2511, 2611, 2621, AND 2625



UTILITY LEGEND:

EXISTING	PROPOSED	
		APRON
		STORM SEWER
		FIRE HYDRANT ASSEMBLY (SEE DETAIL W-1)
		VALVE (SEE DETAIL W-5)
		PVC WATERMAIN (SEE DETAIL W-4)
		SANITARY SEWER (SEE DETAIL SS-3, 400)
		SANITARY MANHOLE (SEE DETAIL SS-1)
		STORM SEWER MANHOLE (SEE SHEET C 5.0)
		DRAINAGE UTILITY EASEMENT

KEY NOTES:

- 4" PVC SANITARY SEWER SERVICE. VERIFY WITH MECHANICAL FOR EXACT INVERT, LOCATION AND CONNECTION INTO BUILDING.
- 1.25" COPPER DOMESTIC SERVICE. VERIFY WITH MECHANICAL FOR EXACT LOCATION AND CONNECTION INTO BUILDING.
- 6" HYDRANT AND VALVE ASSEMBLY (SEE DETAIL SS-3, 400)
- CURB STOP (SEE DETAIL W-5)



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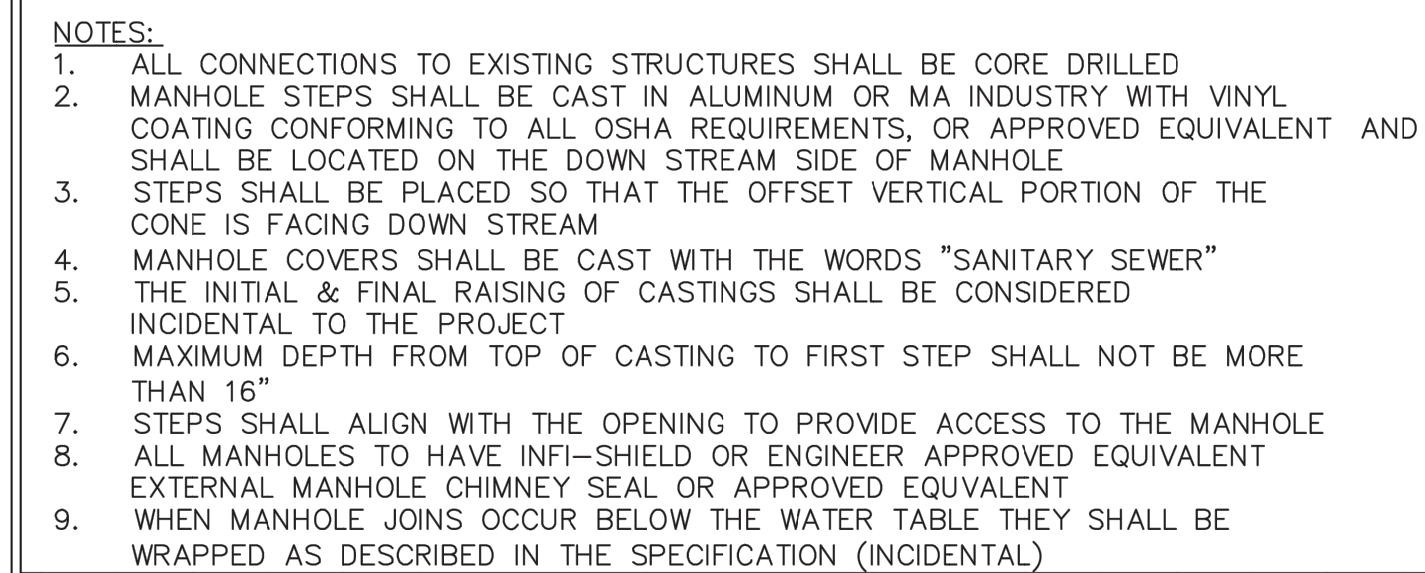
NAME: DATE: SIGNATURE: SCALE: XXMM

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NPCT	CITY PLANNING REVIEW	B	8/6/2020

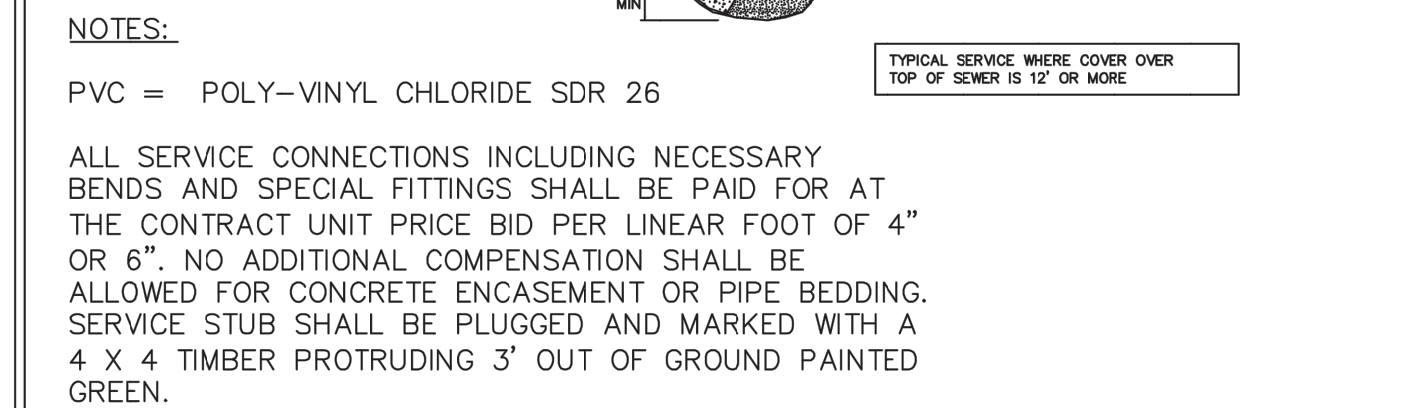
DELAWARE PLACE	UTILITY PLAN
3RD ST N AND 17TH AVE E NORTH SAINT PAUL, MN 55109	

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

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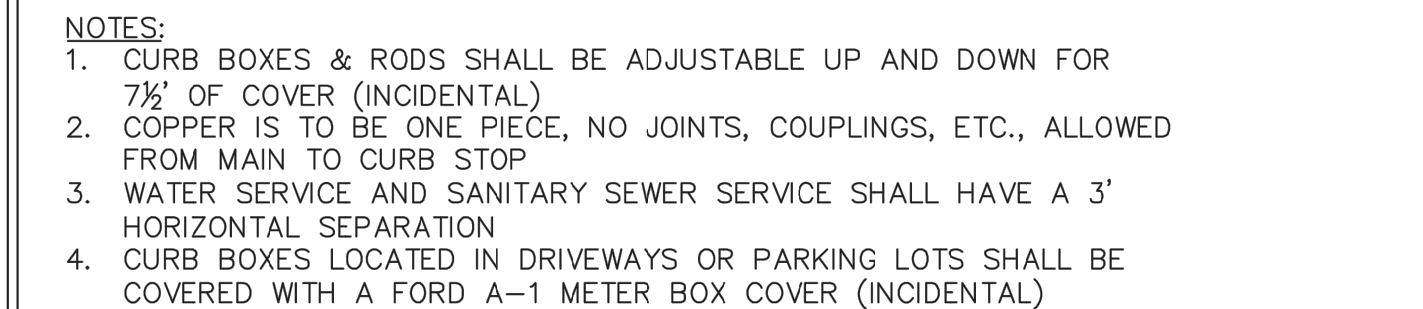
	NORTH ST. PAUL	STANDARD MANHOLE FOR SANITARY SEWER	SPECIAL DETAILS	
			Date: Jan. 2016 Revised:	SS-1



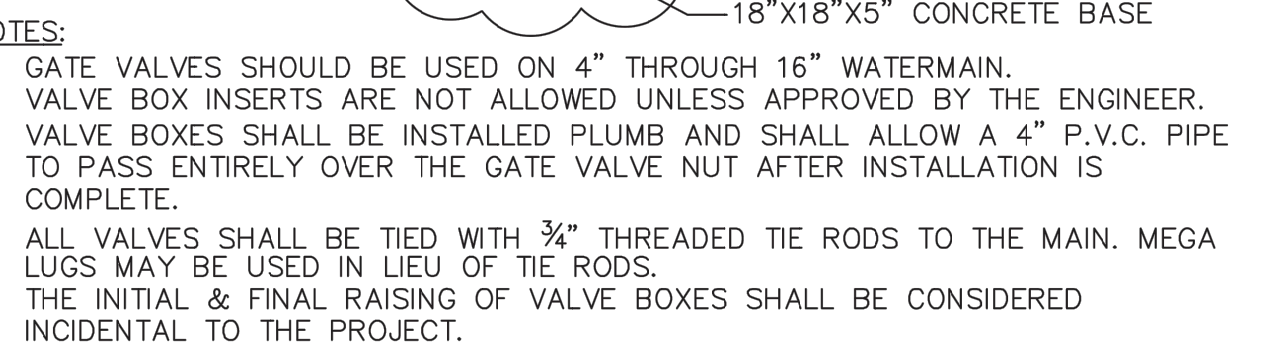
 NORTH ST. PAUL	TYPICAL SERVICE CONNECTIONS FOR SANITARY SEWER	SPECIAL DETAILS	
		Date: Jan. 2016 Revised:	SS-3



 NORTH ST. PAUL	FERNCO ADAPTORS	SPECIAL DETAILS	
		Date: Jan. 2016	S
		Revised:	



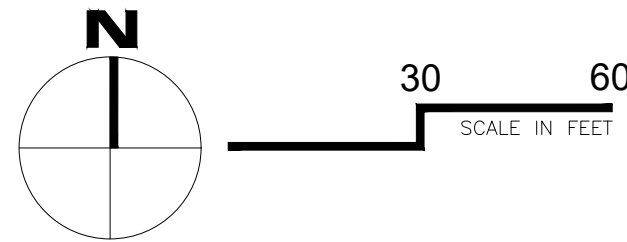
	NORTH ST. PAUL	TYPICAL WATER SERVICE	SPECIAL DETAILS	
			Date: Jan. 2016 Revised:	W-4



	NORTH ST. PAUL	GATE VALVE AND BOX INSTALLATION	SPECIAL DETAILS	
			Date: Jan. 2016 Revised:	W

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DELAWARE PLACE 3RD ST N AND 17TH AVE E NORTH SAINT PAUL, MN 55109	DETAILS
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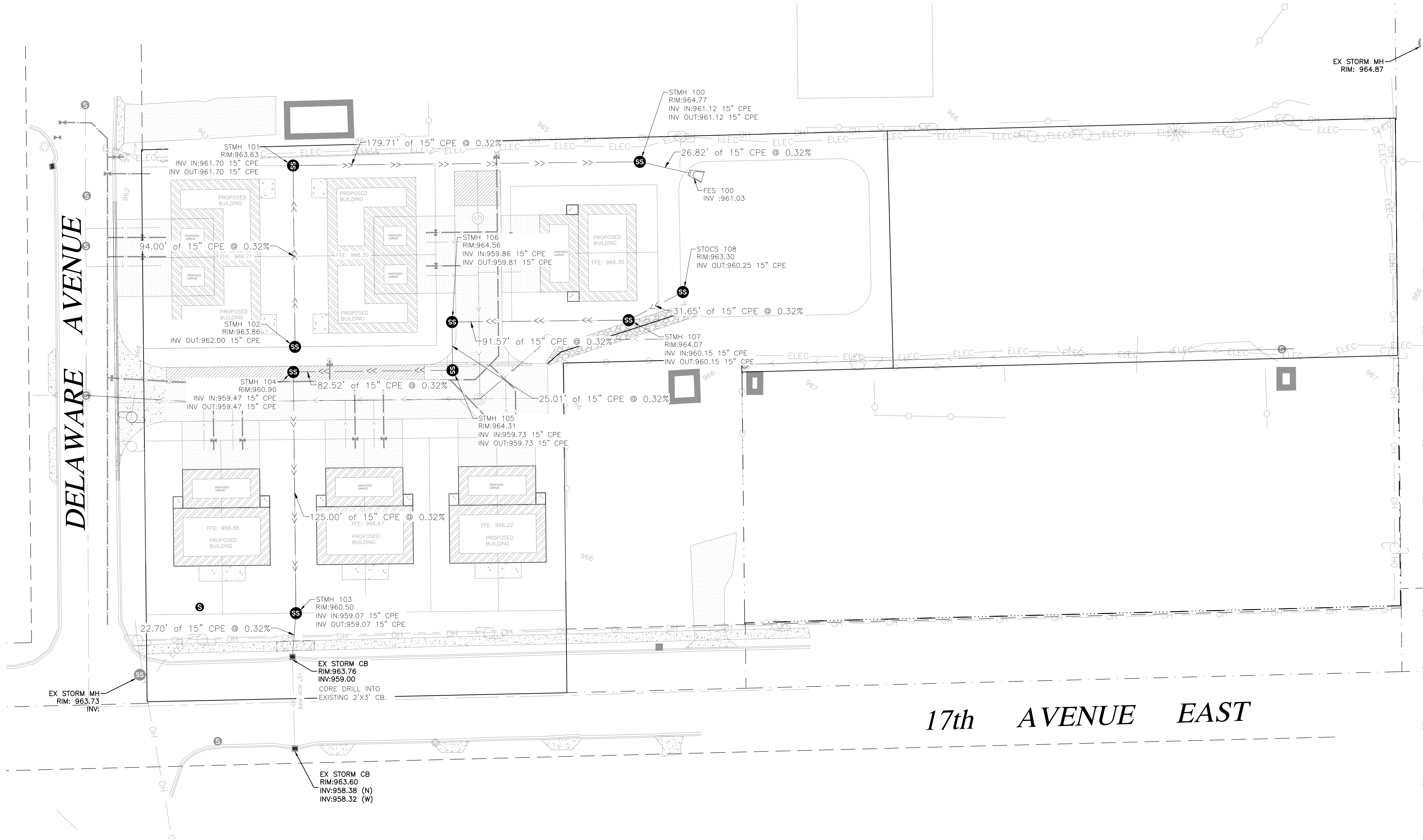


STORMWATER MANAGEMENT LEGEND:

- AREA DRAIN/ MANHOLE (SEE DETAIL STM-5)
- EXISTING CATCH BASIN
- >> — STORM SEWER (SEE DETAIL 543)
- >>> — VEGETATED SWALE
- - - >> - - - DRAIN TILE (SEE DETAIL 522)
- ▨ RIPRAP
- ▨ DRAINAGE AND UTILITY EASEMENT
- 100-HWL — 100 YEAR HIGH WATER LEVEL
- NWL — POND NORMAL WATER LEVEL
- ➡ EMERGENCY OVERFLOW (SEE DETAIL 504)

GENERAL UTILITY NOTES:

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2. CONTRACTOR TO ADJUST ALL EXISTING AND PROPOSED GATE VALVES AND MANHOLES TO BE FLUSH WITH FINAL GRADE.
3. THE CONTRACTOR SHALL CLEAN ALL SURFACE FLOW CHANNELS, PIPES AND STRUCTURES AFTER FINAL SURFACES ARE ESTABLISHED AND PRIOR TO PROJECT CLOSEOUT.
4. STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED) WITH R-4 GASKETS. ROOF DRAIN LEADERS SHALL BE PVC, SCHEDULE 40.
5. ALL SEWER AND WATER CONSTRUCTION TO COMPLY WITH CITY ENGINEERING DESIGN STANDARDS.
6. UTILITY CONSTRUCTION PER MNDOT SPECIFICATIONS 2451, 2501, 2502, 2506, 2506, 2511, 2611, 2621, AND 2625
13. CONTACT NICOLE SODERHOLM, RAMSEY-WASHINGTON METRO WATERSHED DISTRICT, AT 651-792-7976 PRIOR TO BEGINNING ANY AND ALL ACTIVITY IN ORDER TO SCHEDULE AN INITIAL SWPPP INSPECTION.
14. CONTACT NICOLE SODERHOLM, RAMSEY-WASHINGTON METRO WATERSHED DISTRICT, AT 651-792-7976 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OF THE STORMWATER TREATMENT BASINS.



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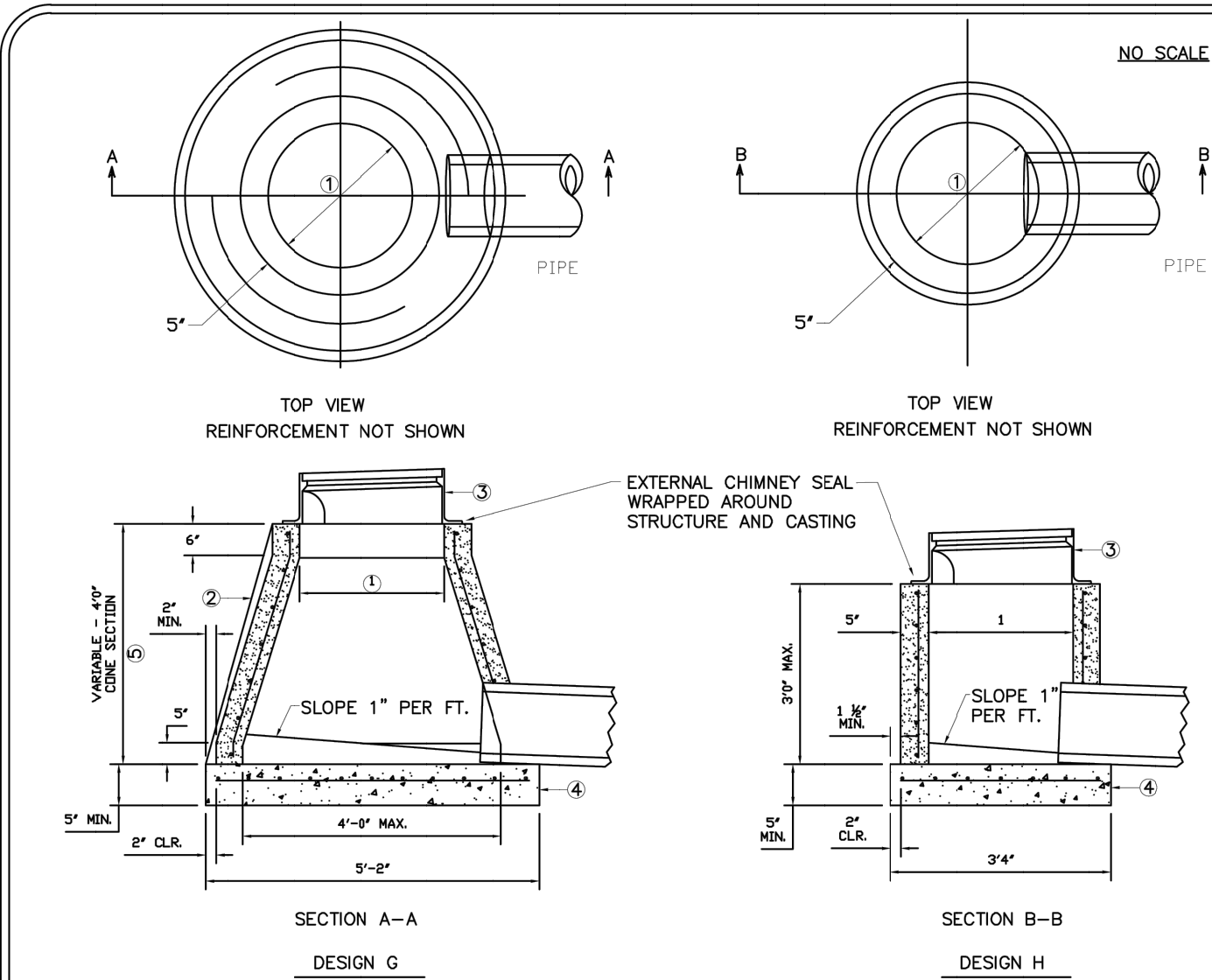
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DELAWARE PLACE	

3RD ST N AND 17TH AVE E	
NORTH SAINT PAUL, MN 55109	
STORMWATER MANAGEMENT PLAN	

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

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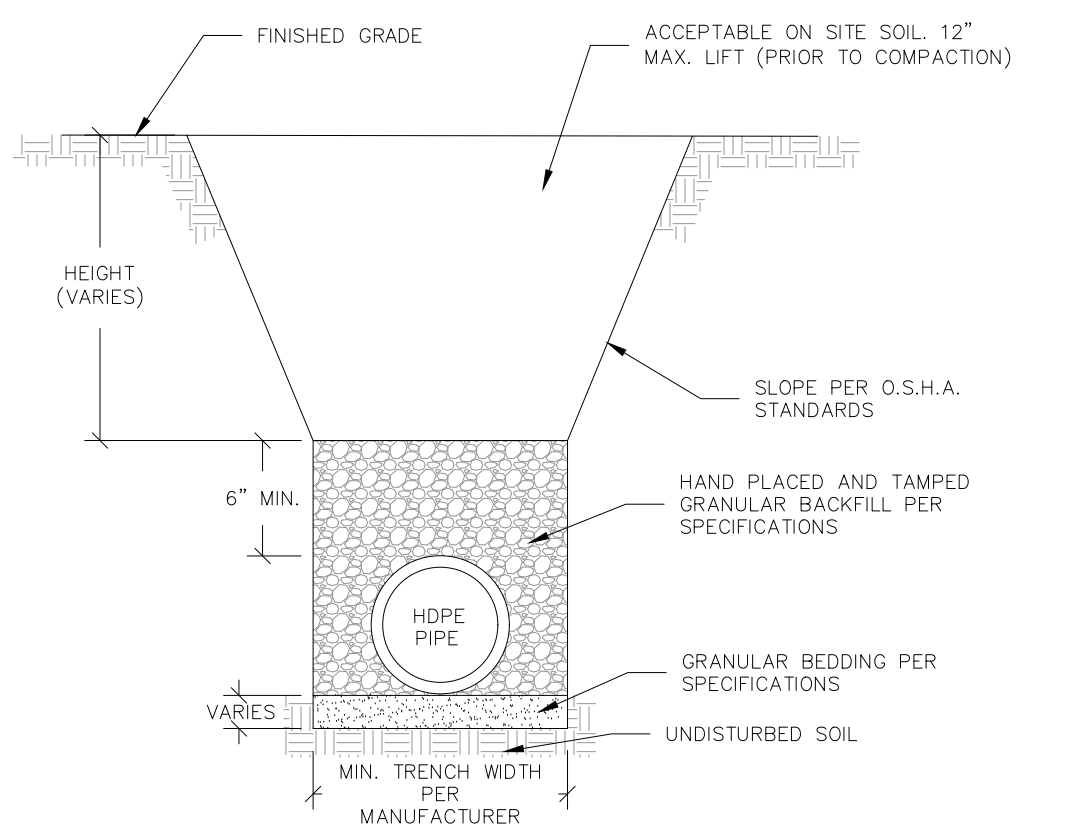


NOTES:
REINFORCING: SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.

- 1. 2'3" NOM. OPENING.
- 2. A STRAIGHT TAPERED WALL IS ACCEPTABLE.
- 3. REFER TO PLAN FOR CASTINGS REQUIRED. USE ADJUSTING RINGS WHERE NECESSARY. CASTING AND PRECAST CONC. ADJUSTING RINGS, SHALL BE SET ON FULL MORTAR BEDS. CASTING INCLUDED IN PAYMENT FOR EACH CATCH BASIN.
- 4. 8 IN. POURED CONCRETE BASE. BASE REINFORCEMENT: 0.12 SQ. IN. PER FT. IN EACH DIRECTION. AN APPROVED ALTERNATE PRECAST CONCRETE BASE MAY BE USED.

HEIGHT OF STRUCTURE MAY BE INCREASED UP TO 1 FT. BY THE USE OF A PRECAST SECTION OR CONCRETE BLOCK CONSTRUCTION ABOVE THE CONE SECTION.

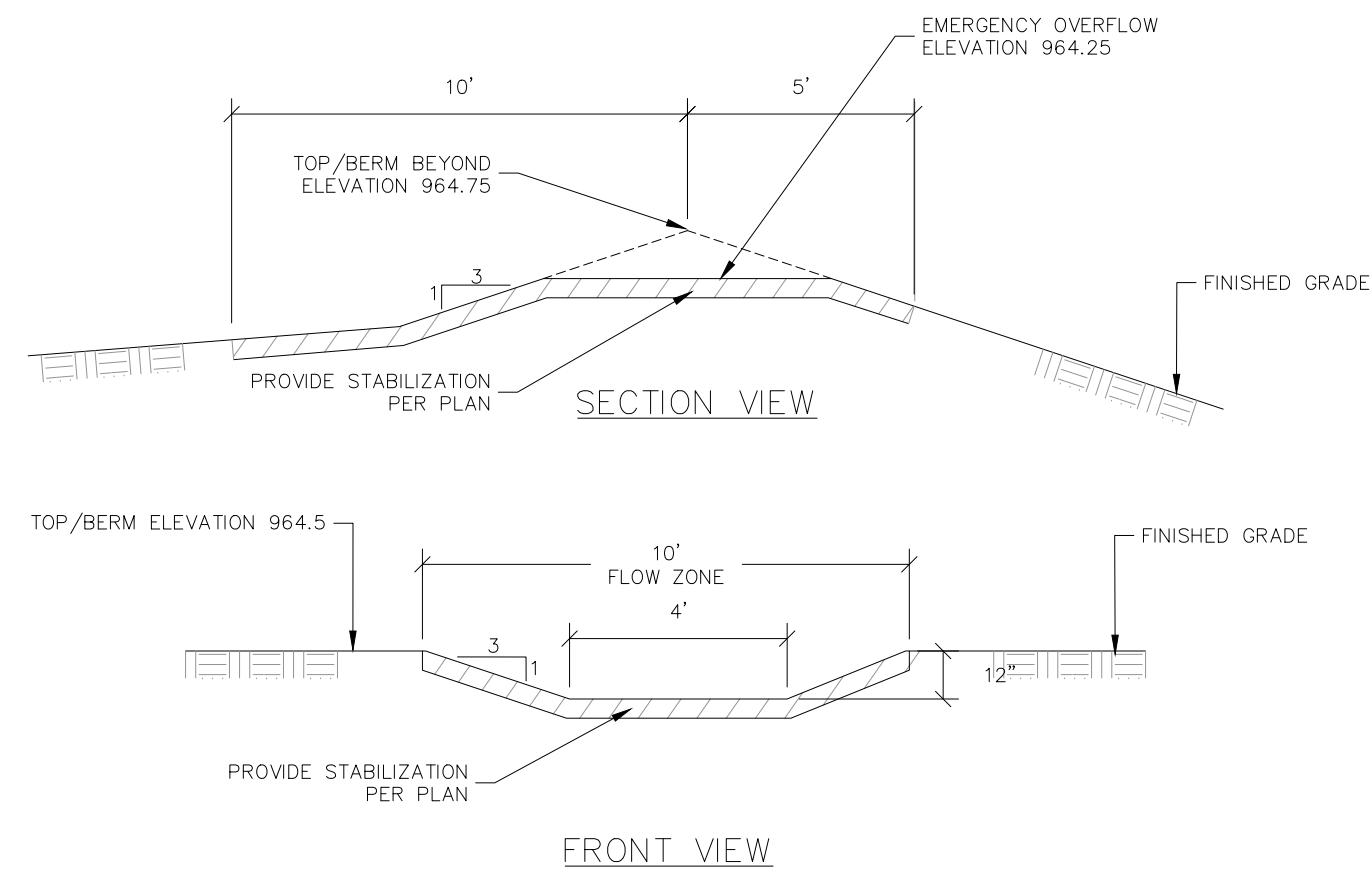
	NORTH ST. PAUL	CATCH BASIN DESIGN G & H	SPECIAL DETAILS	
			Date: Jan. 2016	STM-5
			Revised:	



NOTES:

- 1. BACKFILL SHALL BE COMPACTED TO AT LEAST 90% STANDARD PROCTOR DENSITY IN LANDSCAPED AREAS; 100% IN TOP 3' OF SUBGRADE IN PAVED AREAS OR WITHIN 5 FEET OF STRUCTURE; 95% BELOW THE TOP 3' OF SUBGRADE
- 2. GRANULAR BEDDING DEPTH SHALL BE MIN. 4" FOR PIPE SIZES 4-24"; 6" FOR PIPE SIZES 30" AND GREATER.
- 3. HDPE PIPE TO BE SMOOTH WALLED INTERNAL WITH MANNING'S N-VALUE 0.013 OR LOWER.

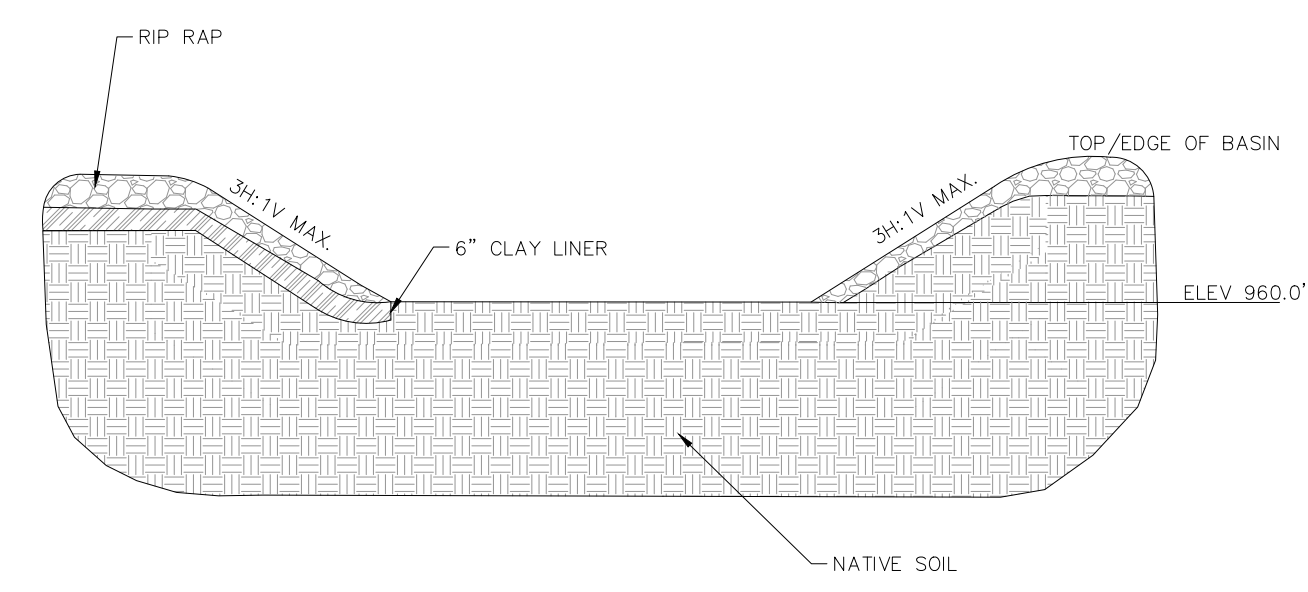
543 | HDPE PIPE BEDDING
NOT TO SCALE



NOTES:

- 1. TOP OF STABILIZATION (RIPRAP/TRM) TO BE 12" BELOW TOP OF BERM

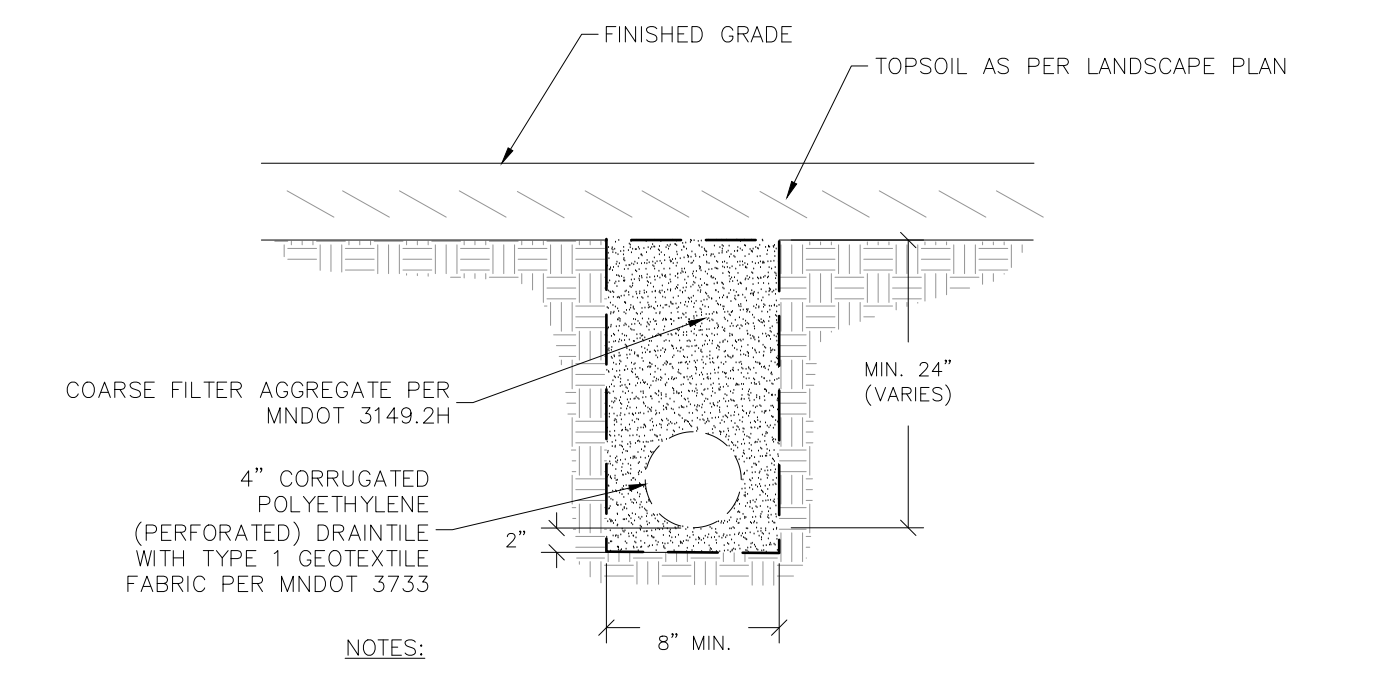
504 | EMERGENCY OVERFLOW
NOT TO SCALE



NOTES:

- 1. THE FINAL GRADING OF THE BASIN SHOULD BE GRADED FLAT

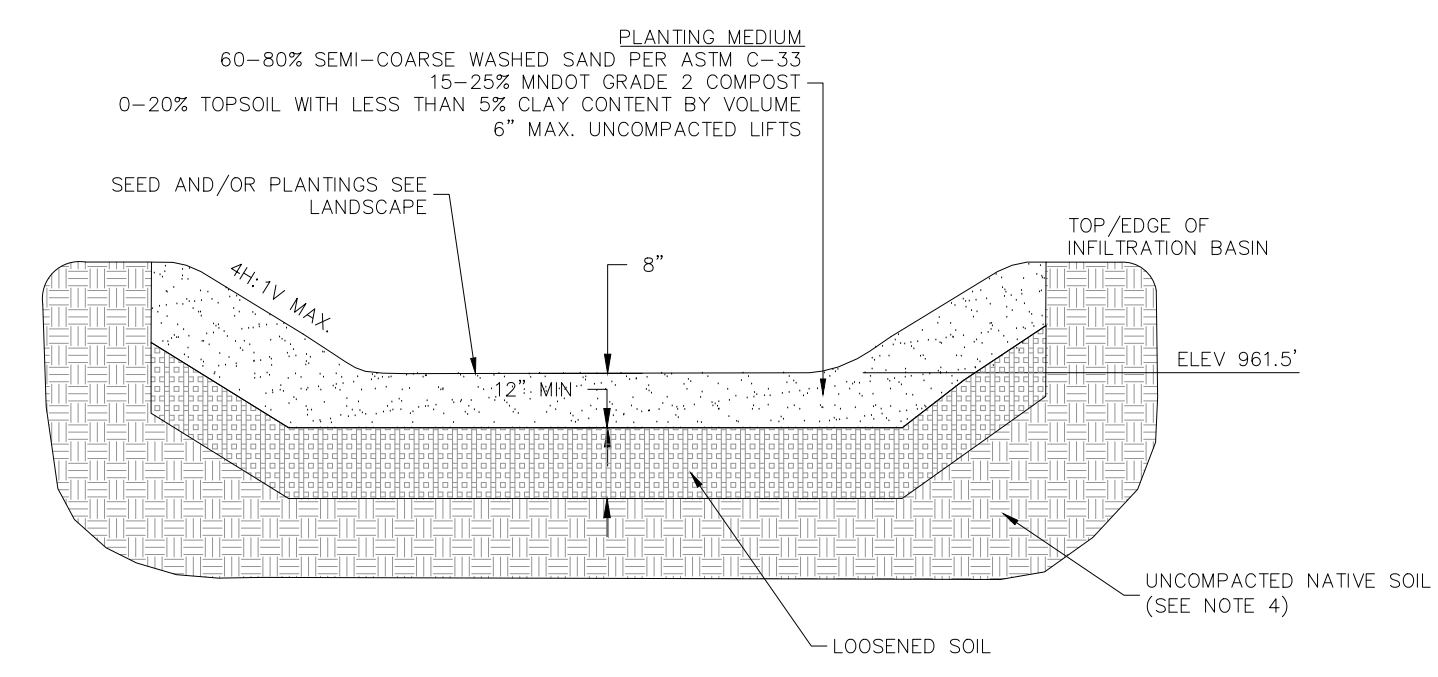
549 | PRETREATMENT BASIN
NOT TO SCALE



NOTES:

- 1. SEE PLANS FOR LOCATIONS AND DEPTH
- 2. CENTERED IN LOW POINT OF SWALE (AS APPLICABLE).

522 | DRAINTILE TRENCH
NOT TO SCALE



NOTES:

- 1. DO NOT ALLOW CONSTRUCTION TRAFFIC OR SOIL COMPACTION WITHIN BASINS. ONLY LOW COMPACTION EQUIPMENT SHALL BE USED FOR CONSTRUCTION OF BASIN.
- 2. INFILTRATION AREA MAY ONLY BE EXCAVATED TO NATIVE SOIL AFTER THE CONTRIBUTING WATERSHED IS STABLE
- 3. THE FINAL GRADING OF THE INFILTRATION BASIN SHOULD BE GRADED FLAT
- 4. PROVIDE 12" NATIVE SOIL LOOSENING (RIPPING) AS DIRECTED BY ENGINEER IMMEDIATELY PRIOR TO PLACING PLANTING MEDIUM.
- 5. SUBMIT TESTING OF TOPSOIL IF USED IN PLANTING MEDIUM TO SHOW CLAY CONTENT DOES NOT EXCEED MAX ALLOWABLE.
- 6. GEOTECHNICAL OR DESIGN ENGINEER TO APPROVE SUBGRADE NATIVE SOIL PRIOR TO PLACEMENT OF COARSE FILTER AGGREGATE.

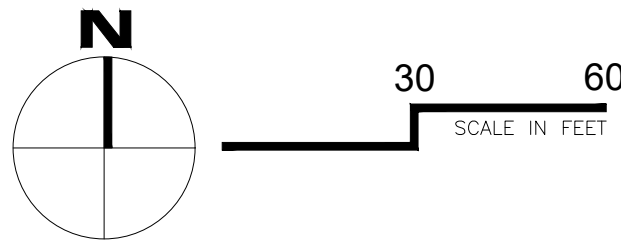
551 | INFILTRATION BASIN #X
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
NOT FOR CONSTRUCTION
NAME: DATE: SIGNATURE: SCALE: XXX

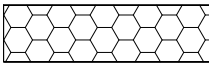
REV. BY:	DESCRIPTION	REV.	DATE
ECR	CITY REVIEW	A	9/10/2019
NPCT	CITY PLANNING REVIEW	B	8/6/2020

DELAWARE PLACE	DETAILS
3RD ST N AND 17TH AVE E NORTH SAINT PAUL, MN 55109	

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

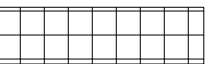


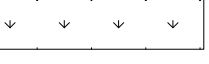
EROSION CONTROL LEGEND:

- 

ROCK CONSTRUCTION ENTRANCE (SEE DETAIL EC-1)
- 

SILT FENCE (SEE DETAIL EC-3)
- 

INLET PROTECTION (SEE DETAIL EC-5)
- 

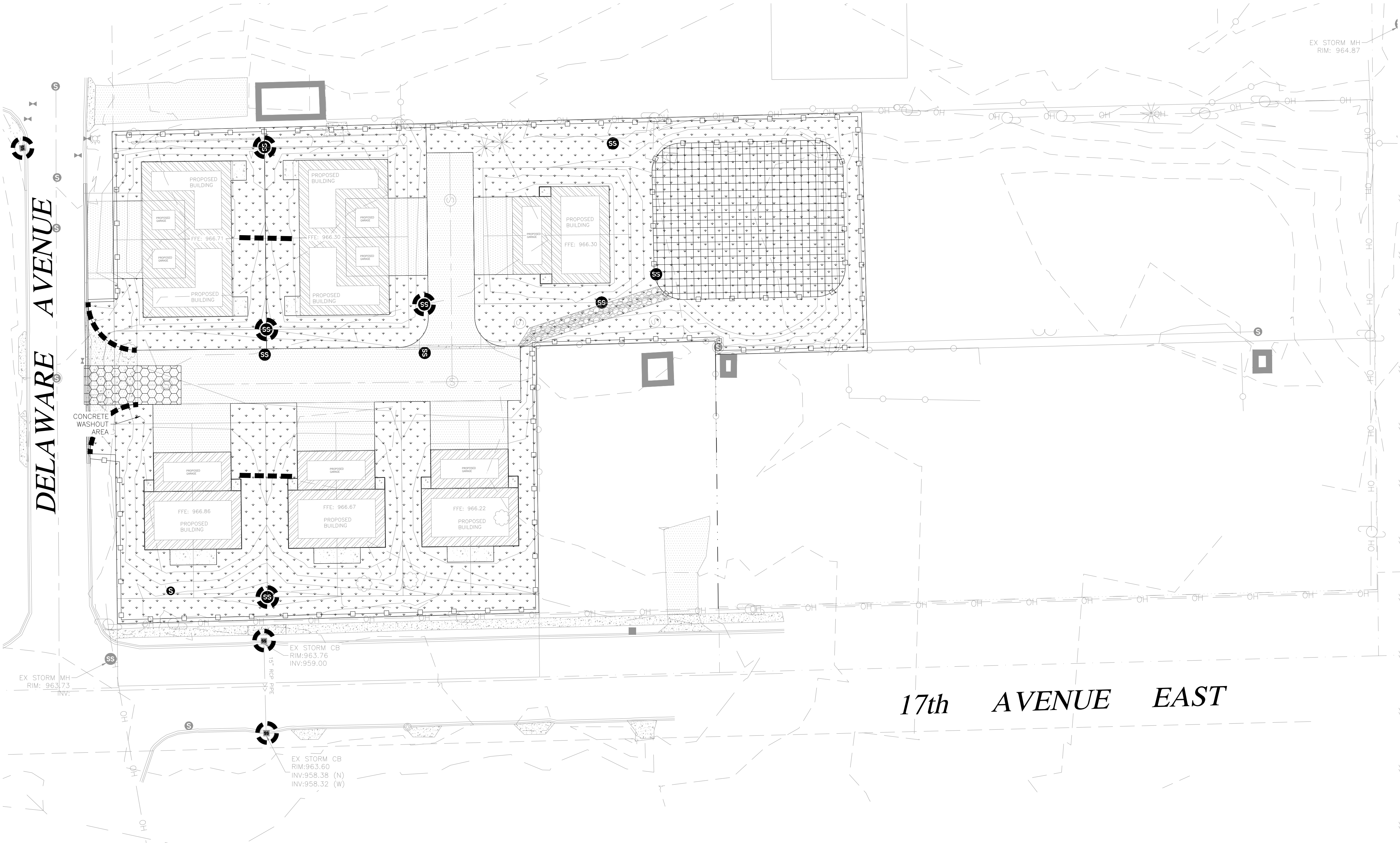
EROSION CONTROL BLANKET
- 

SEED/MULCH (PER LANDSCAPE PLAN)
- 

BIO ROLL (SEE DETAIL EC-2)

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

1. INSTALL TEMPORARY EROSION CONTROL DEVICES AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO BEGINNING LAND DISTURBING ACTIVITIES.
2. MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A WEEKLY BASIS AND DURING RAINFALL EVENTS. REMOVE ACCUMULATED SEDIMENT DEPOSITS FROM EROSION AND SEDIMENT CONTROL DEVICES AND DOWNSTREAM DRAINAGE SYSTEMS AS NEEDED. DO NOT ALLOW SEDIMENT TO ACCUMULATE TO A DEPTH OF MORE THAN ONE-THIRD OF THE CAPACITY OF THE DEVICE. REPLACE DETERIORATED OR DAMAGED EROSION CONTROL DEVICES WITHIN 24 HOURS.
3. PROVIDE ADDITIONAL EROSION CONTROL, WHICH MAY NOT BE SHOWN ON THE DRAWINGS, CONSISTENT WITH THE MEANS, METHODS AND SEQUENCE OF CONSTRUCTION IN ACCORDANCE WITH PERMIT REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
4. REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS THROUGHOUT THE DURATION OF THE CONSTRUCTION.
5. STABILIZE ALL AREAS WHICH HAVE BEEN FINISH-GRADED, AND ALL DISTURBED AREAS IN WHICH GRADING OR CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY, AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 14 DAYS. REPAIR ERODED AREAS IMMEDIATELY.
6. LOCATE SOIL OR DIRT STOCKPILES CONTAINING MORE THAN 10 CUBIC YARDS OF MATERIAL WITH A DOWNSLOPE DRAINAGE LENGTH OF NO LESS THAN 25 FEET FROM THE TOE OF THE PILE TO A ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT FENCE BARRIERS AROUND THE PILES.
7. PERFORM ALL EROSION CONTROL PRACTICES AND SEQUENCE CONSTRUCTION IN ACCORDANCE WITH THE METHODS OUTLINED IN THE BEST MANAGEMENT PRACTICES HANDBOOK: "PROTECTING WATER QUALITY IN URBAN AREAS," PUBLISHED BY THE MINNESOTA POLLUTION CONTROL AGENCY.
8. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE ADJACENT FINAL SURFACES ARE PERMANENTLY ESTABLISHED. COORDINATE REMOVAL WITH PERMANENT RESTORATION OF ALL AREAS OCCUPIED BY TEMPORARY DEVICES.
9. PHASED CONSTRUCTION SHALL BE USED TO THE EXTENT PRACTICAL OR AS INDICATED ON THE PLANS TO MINIMIZE EXPOSED SOILS.
10. EROSION CONTROL PLAN, AS WELL AS THE WEEKLY AND POST RAINFALL EVENT INSPECTION REPORTS TO BE KEPT IN THE ON-SITE JOB TRAILER.
11. CONTRACTOR SHALL MAINTAIN ROCK ENTRANCE(S) DURING CONSTRUCTION
12. ALL STORM SEWER CATCH BASINS TO BE PROTECTED FROM SEDIMENT DEPOSITION WITH AN APPROVED INLET PROTECTION DEVICE. CONTRACTOR SHALL CLEAN STORM SEWER SYSTEM OF SEDIMENT AND DEBRIS PRIOR TO COMPLETION.
13. CONTACT NICOLE SODERHOLM, RAMSEY-WASHINGTON METRO WATERSHED DISTRICT, AT 651-792-7976 PRIOR TO BEGINNING ANY AND ALL ACTIVITY IN ORDER TO SCHEDULE AN INITIAL SWPPP INSPECTION.
14. CONTACT NICOLE SODERHOLM, RAMSEY-WASHINGTON METRO WATERSHED DISTRICT, AT 651-792-7976 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OF THE STORMWATER TREATMENT BASINS.



Know what's below.
Call before you dig.

STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.



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

NOT A PRIMARY CONSTRUCTION

NAME: _____ SIGNATURE: _____ DATE: _____

DATE	REV.	DESCRIPTION		REV. BY:	
		CITY REVIEW	CITY PLANNING REVIEW	ECR	NPCT
9/10/2019	A				
8/6/2020	B				

DELAWARE PLACE

3RD ST N AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

SWPPP

JOB No: 181076
DATE: 09/10/19
DRAWN BY: BPK
DESIGNED BY: NPCT

SHEET:

C6.0

REGULATORY CONTEXT AND COMPLIANCE:

- 1. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT INCLUDE SILT FENCE, A ROCK CONSTRUCTION ENTRANCE, STORM DRAIN INLET PROTECTION, EROSION CONTROL BLANKET, BIO-ROLL LOGS, TEMPORARY SEED, MULCH AND SOD.
- 2. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES INCLUDE LANDSCAPING, AND RIPRAP.
- 3. PERMANENT STORMWATER BMP'S INCLUDE: INFILTRATION BASIN. SEE THE PROJECT SWMP REPORT FOR DETAILS. MAINTAIN BMP'S TO ENSURE PERFORMANCE AND COMPLY WITH MAINTENANCE AS REQUIRED.
- 4. PLACEMENT OF FILL IN WATERS OF THE STATE: THE PROPOSED PROJECT **WILL NOT** IMPACT WETLANDS.
- 5. THE PROJECT'S STORMWATER DISCHARGE IS NOT SUBJECT TO ADDITIONAL REGULATIONS DUE TO ANY OF THE FOLLOWING: KARSTS AREAS, DRINKING WATER SUPPLY MANAGEMENT AREA, ENDANGERED OR THREATENED SPECIES, OTHER FORMAL ENVIRONMENTAL REVIEWS.
- 6. THE PROJECT'S STORMWATER DISCHARGE IS NOT ANTICIPATED TO IMPACT ANY OF THE FOLLOWING; OUTSTANDING RESOURCE VALUE WATERS, TROUT WATERS, CALCAREOUS FENS, DNR PUBLIC WATERS "WORK IN WATER RESTRICTIONS", PROPERTIES LISTED BY THE NATIONAL REGISTER OF HISTORIC PLACES OR ARCHEOLOGICAL SITES.
- 7. LIST OF ALL RECEIVING WATERS WITHIN 1 MILE RADIUS AND IMPAIRMENT: (LIST N/A FOR NONE)
N/A

GENERAL PHASING AND SEQUENCE OF CONSTRUCTION:

- 1. CONTRACTOR AND OWNER SHALL APPLY FOR AND OBTAIN AN NPDES PHASE II PERMIT PRIOR TO BEGINNING CONSTRUCTION.
- 2. TEMPORARY EROSION AND SEDIMENT CONTROLS INCLUDING SHALL BE INSTALLED PRIOR TO LAND DISTURBING ACTIVITIES IN ALL ACTIVE AREAS.
- 3. PERFORM CLEARING AND GRUBBING AND SITE REMOVALS WORK.
- 4. CONSTRUCT THE DETENTION BASIN AND OUTLET FIRST FOR USE DURING CONSTRUCTION. BASIN MAY BE DUG BELOW PLAN DEPTH FOR TEMPORARY SEDIMENT REMOVAL, IF NECESSARY. STABILIZE THE BASIN WITH TEMPORARY SEED. PROTECT THE OUTLET FROM SEDIMENT TO PREVENT SEDIMENT DISCHARGE. CLEAN AND MAINTAIN BASIN THROUGHOUT CONSTRUCTION.
- 5. PERFORM EARTHWORK FOR BUILDING AND PARKING LOT CONSTRUCTION.
- 6. INSTALL WATER, STORM AND SANITARY SEWER.
- 7. PROTECT NEW STORM SEWER INLETS.
- 8. PROVIDE PERMANENT STABILIZATION FOR LAWN AND LANDSCAPED AREAS AS SOON AS POSSIBLE FOLLOWING GRADING.
- 9. FOLLOWING INSTALLATION OF PAVEMENT, REMOVE ALL ACCUMULATED SEDIMENT FROM DETENTION BASINS AND RESTORE PLAN GRADES AND PERMANENTLY STABILIZE THE DISTURBED AREA.
- 10. REMOVE SEDIMENT, CONTAMINANTS AND DEBRIS FROM THE PERMANENT BMPS AFTER PERMANENT STABILIZATION OF THE ENTIRE CONTRIBUTING DRAINAGE AREA.
- 11. SUBMIT NOTICE OF TERMINATION (NOT) TO MPCA WITHIN 30 DAYS OF ACHIEVING FINAL STABILIZATION.

EROSION PREVENTION NOTES:

- 1. PHASED CONSTRUCTION SHOULD BE USED TO THE EXTENT PRACTICAL OR AS INDICATED IN THE PLANS TO MINIMIZE EXPOSED SOILS.
- 2. AREAS NOT TO BE DISTURBED SHOULD BE DELINEATED WITH FLAGS, STAKES, SILT FENCE, ETC. PRIOR TO WORK BEGINNING.
- 3. MINIMIZE THE NEED FOR DISTURBANCE OF STEEP SLOPE AREAS AND USE PROPER PHASING AND STABILIZATION PRACTICES (I.E. SLOPE DRAINING AND TERRACING) FOR THOSE AREAS WHICH MUST BE DISTURBED.
- 4. PERFORM ALL EROSION CONTROL PRACTICES AND SEQUENCE CONSTRUCTION IN ACCORDANCE WITH THE METHODS OUTLINED IN THE BEST MANAGEMENT PRACTICES HANDBOOK: "PROTECTING WATER QUALITY IN URBAN AREAS," PUBLISHED BY THE MINNESOTA POLLUTION CONTROL AGENCY.
- 5. INSTALL TEMPORARY EROSION PREVENTION DEVICES AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO BEGINNING LAND DISTURBING ACTIVITIES.
- 6. MAINTAIN, INSPECT AND REPAIR ALL TEMPORARY EROSION PREVENTION MEASURES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
- 7. PROVIDE ADDITIONAL EROSION CONTROL, WHICH MAY NOT BE SHOWN ON THE DRAWINGS, CONSISTENT WITH THE MEANS, METHODS AND SEQUENCE OF CONSTRUCTION IN ACCORDANCE WITH PERMIT REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
- 8. STABILIZE ALL EXPOSED AREAS (INCLUDING STOCKPILES) AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION BUT IN NO CASE COMPLETED LATER THAN:

SEVEN (7) DAYS
- 9. AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
- 10. REPAIR ERODED AREAS IMMEDIATELY.
- 11. FOR PUBLIC WATERS WITH DNR "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, ALL EXPOSED SOIL AREAS THAT ARE WITHIN 200 FEET OF THE WATER'S EDGE, AND DRAIN TO THESE WATERS MUST COMPLETE THE STABILIZATION ACTIVITIES WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
- 12. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (I.E. CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES, ETC.) AND THE CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES ARE EXEMPT FROM THIS REQUIREMENT BUT MUST BE IN COMPLIANCE WITH PART IV.C.5.
- 13. STABILIZE THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER. STABILIZATION OF THE LAST 200 LINEAL FEET MUST BE COMPLETED WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. STABILIZE REMAINING PORTIONS OF DITCHES AND SWALES PER THE ABOVE.
- 14. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM (WITH PROPER DITCH CHECKS) DURING CONSTRUCTION DO NOT NEED TO BE STABILIZED DURING THE TEMPORARY PERIOD OF ITS USE AS A SEDIMENT CONTAINMENT SYSTEM. THESE AREAS MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM.
- 15. APPLYING MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES IS NOT ACCEPTABLE STABILIZATION IN ANY PART OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE.
- 16. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
- 17. SOD AND/OR SEED, FERTILIZER AND MULCH SHALL BE PLACED AS INDICATED IN THE PLANS AND PROJECT SPECIFICATIONS. SEE LANDSCAPE PLAN(S) FOR LAWN AND LANDSCAPE REQUIREMENTS AND SPECIFICATIONS.
- 18. TEMPORARY STABILIZATION NEEDED TO MEET THE STABILIZATION SCHEDULE SHALL BE AS FOLLOWS:

MNDOT MIXTURE 110B MEETING MNDOT SPECIFICATION 3876 PLACED IN ACCORDANCE WITH MNDOT SPECIFICATION 2575 AND TYPE 1 MULCH AT A RATE OF 2 TONS/ACRE SUCH THAT 90% OF THE GROUND IS COVERED WITH DISK ANCHORING MEETING MNDOT SPECIFICATION 3884 UNLESS OTHERWISE SHOWN OR APPROVED. CATEGORY 1, TYPE WOOD FIBER 1S, RD EROSION CONTROL BLANKET IN ACCORDANCE WITH MNDOT SPECIFICATION 3885 MAY ALSO BE USED.
- 19. UTILIZE RAPID STABILIZATION METHODS AS NECESSARY.
- 20. UNLESS INFEASIBLE, DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS OF THE SITE INCLUDING VELOCITY DISSIPATION DEVICES.
- 21. CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO PREVENT EXCESS SOIL EROSION. TEMPORARY DEVICES SHALL BE MAINTAINED AND LEFT IN PLACE UNTIL PERMANENT MEASURES ARE IN PLACE. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE ADJACENT FINAL SURFACES ARE PERMANENTLY ESTABLISHED. COORDINATE REMOVAL WITH PERMANENT RESTORATION OF ALL AREAS OCCUPIED BY TEMPORARY DEVICES.
- 22. PROVIDE ADDITIONAL EROSION CONTROL, WHICH MAY NOT BE SHOWN ON THE DRAWINGS, CONSISTENT WITH THE MEANS, METHODS AND SEQUENCE OF CONSTRUCTION IN ACCORDANCE WITH PERMIT REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
- 23. MAINTAINING HEALTHY VEGETATION WILL REDUCE THE OCCURRENCE OF EROSION IN LANDSCAPED AREAS. PROMPTLY REPAIR ANY LANDSCAPED AREAS THAT MAY BECOME DAMAGED, AND REPLACE VEGETATION THAT DOES NOT SURVIVE.

SEDIMENT CONTROL NOTES:

- 1. EMPLOY SEDIMENT CONTROL PRACTICES AS NECESSARY TO MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.
- 2. INSTALL TEMPORARY SEDIMENT CONTROL DEVICES AT THE LOCATIONS SHOWN ON THE PLANS. PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS AND BE LOCATED UPGRADIENT OF ANY BUFFER ZONES. PERIMETER SEDIMENT CONTROL DEVICES MUST BE IN PLACE BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN. THESE DEVICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
- 3. RE-INSTALL ALL SEDIMENT CONTROL DEVICES THAT HAVE BEEN ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING AND GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY HAS BEEN COMPLETED. COMPLETE ANY SHORT-TERM ACTIVITY AS QUICKLY AS POSSIBLE. RE-INSTALL DEVICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
- 4. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (I.E. STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED. DOCUMENT THE NEED FOR THE REMOVAL IN THE SWPPP.
- 5. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN ANY NATURAL BUFFERS, SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR RUNOFF.
- 6. WHERE VEHICLE AND EQUIPMENT TRAFFIC LEAVE THE SITE (OR ONTO PAVED ROADS WITHIN THE SITE):
 - INSTALL A VEHICLE TRACKING BMP TO MINIMIZE TRACK OUT OF SEDIMENT FROM THE ACTIVE CONSTRUCTION SITE.
 - USE STREET SWEEPING IF SUCH VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO PAVEMENTS.
- 7. INSTALL AND MAINTAIN TEMPORARY SEDIMENTATION BASINS AS REQUIRED.
- 8. MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL. MINIMIZING COMPACTION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA OF THE SITE DICTATES THAT IT BE COMPACTED.
- 9. PRESERVE A 50 FOOT NATURAL BUFFER OR (IF A BUFFER IS INFEASIBLE ON THE SITE) PROVIDE REDUNDANT SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER.
- 10. IF THE CONTRACTOR INTENDS TO USE POLYMERS, FLOCCULANTS OR OTHER SEDIMENTATION TREATMENT CHEMICALS, COMPLY WITH THE MINIMUM REQUIREMENTS UNDER PERMIT SECTION IV.C.10.
- 11. SOME CONTROL MEASURES SUCH AS DITCH CHECKS AND TEMPORARY SEDIMENT BASINS MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIED AREA. MAINTAIN CONTROLS THROUGHOUT THE GRADING PROCESS INCLUDING REESTABLISHING ANY EXISTING CONTROL MEASURES DISTURBED BY CONSTRUCTION. PROVIDE ADDITIONAL SEDIMENT CONTROL, WHICH MAY NOT BE SHOWN ON THE DRAWINGS, CONSISTENT WITH THE MEANS, METHODS AND SEQUENCE OF CONSTRUCTION IN ACCORDANCE WITH PERMIT REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.

INSPECTION AND MAINTENANCE:

INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. FOLLOWING AN INSPECTION THAT OCCURS WITHIN 24 HOURS AFTER A RAINFALL EVENT, THE NEXT INSPECTION MUST BE CONDUCTED WITHIN SEVEN (7) DAYS AFTER THE RAINFALL EVENT.

RECORD INSPECTION AND MAINTENANCE IN A LOG KEPT ON-SITE IN ACCORDANCE WITH THE PERMIT REQUIREMENTS.

INSPECTIONS MUST BE RECORDED WITHIN 24 HOURS IN WRITING AND BE RETAINED WITH THE SWPPP. RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:

- 1. DATE AND TIME OF INSPECTIONS
- 2. NAME OF PERSON(S) CONDUCTING INSPECTIONS
- 3. FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED
- 4. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES)
- 5. DATE AND AMOUNT OF RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS. RAINFALL AMOUNTS MUST BE OBTAINED BY A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION WITHIN 1 MILE OF THE PROJECT LOCATION OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA.

WHERE PARTS OF THE PROJECT SITE HAVE PERMANENT COVER, BUT WORK REMAINS ON OTHER PARTS OF THE SITE, INSPECTIONS OF THESE AREAS MAY BE REDUCED TO ONCE PER MONTH.

WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, THE INSPECTIONS MAY BE SUSPENDED. THE REQUIRED INSPECTIONS AND MAINTENANCE SCHEDULE MUST BEGIN WITHIN 24 HOURS AFTER RUNOFF OCCURS AT THE SITE OR 24 HOURS PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.

PROVIDE TEMPORARY STABILIZATION AS REQUIRED THROUGHOUT CONSTRUCTION FOR DISTURBED AREAS WHERE ACTIVE CONSTRUCTION IS NOT ONGOING TO MEET PERMIT STABILIZATION SCHEDULE.

INSPECT ALL INFILTRATION AREAS TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITY IS REACHING THE INFILTRATION AREA AND EQUIPMENT IS NOT BEING DRIVEN ACROSS THE INFILTRATION AREA.

ADDITIONAL CONTROL MEASURES NOT SHOWN ON THE PLAN SHALL BE REQUIRED UNDER THE FOLLOWING CIRCUMSTANCES:

- 6. IF TEMPORARY SOIL STOCKPILES WILL BE BUILT, PERIMETER SILT FENCE WILL BE REQUIRED.
- 7. IF THE CITY OF OTHER AUTHORITY HAVING JURISDICTION REQUIRES ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR SHALL PROVIDE THEM.
- 8. AS THE CONTRACTOR PROCEEDS WITH THE WORK, HE SHALL BE RESPONSIBLE FOR PROVIDING ADDITIONAL EROSION CONTROL MEASURES WHICH MAY BE NECESSARY IN ACCORDANCE WITH THE FINAL MEANS, METHODS AND SEQUENCE OF CONSTRUCTION.
- 9. WHENEVER SWPPP AMENDMENTS ARE NECESSARY PER SECTION 6.1-6.4 OF THE PERMIT.

THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY MEASURES DURING CONSTRUCTION, AND ENSURE PROPER FUNCTION OF THE PERMANENT MEASURES AT THE TIME OF PROJECT CLOSEOUT. AT A MINIMUM, THIS WORK SHALL INCLUDE THE FOLLOWING:

ALL NONFUNCTIONAL BMPS MUST BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS UNLESS A DIFFERENT TIMEFRAME IS SPECIFIED BELOW. COMPLY WITH THE FOLLOWING INSPECTION AND MAINTENANCE REQUIREMENTS:

- ALL PERIMETER CONTROL (I.E. SILT FENCE, BIOROLL, ETC.) MUST BE REPAIRED, REPLACED OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES ONE-HALF (1/2) OF THE HEIGHT OF THE DEVICE.
- TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT REACHES ONE-HALF (1/2) THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY OR AS SOON AS FIELD CONDITIONS ALLOW.
- SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST HAVE ALL DELTAS AND SEDIMENT DEPOSITS REMOVED AND ANY EXPOSED SOILS AS A RESULT OF SEDIMENT REMOVAL REESTABILIZED. THE REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL AUTHORITIES HAVING JURISDICTION AND RECEIVING ANY APPLICABLE PERMITS PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
- SEDIMENT AND SOILS TRACKED ONTO PAVED AREAS BOTH ON AND OFF SITE SHALL BE REMOVED DAILY.
- THE ROCK CONSTRUCTION ENTRANCE SHALL BE INSPECTED, AND IF THE ROCK IS CLOGGED, THE ROCK AND SEDIMENT SHALL BE REMOVED AND REPLACED WITH CLEAN ROCK.
- STREETS AND OTHER ADJACENT AREAS TO THE PROJECT MUST BE INSPECTED AND HAVE SEDIMENT REMOVED FROM ALL PAVED SURFACES DAILY.
- MAINTAIN PERMANENTLY STABILIZED AREAS UNTIL FULLY ESTABLISHED.
- CLEAN STORM SEWER SYSTEM AT PROJECT COMPLETION. THIS SHALL INCLUDE REMOVING SEDIMENT, DEBRIS AND CONTAMINANTS FROM PERMANENT BMPS AND REMOVING SEDIMENT FROM ALL CATCH BASINS AND PIPES ON SITE. IF SEDIMENT HAS REACHED THE STORM SEWER TO WHICH THE SITE DISCHARGES, THAT SEDIMENT SHALL BE REMOVED AS WELL.
- TEMPORARY MEASURES SHALL BE REMOVED AND DISPOSED OF FOLLOWING FINAL SITE STABILIZATION.

FINAL STABILIZATION:

THE CONTRACTOR MUST ENSURE FINAL STABILIZATION OF THE SITE AND SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 30 DAYS OF ACHIEVING FINAL STABILIZATION. FINAL STABILIZATION IS COMPLETE WHEN;

- 1. ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE AND ALL SOILS ARE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A MINIMUM DENSITY OF 70% ON ALL PVIOUS AREAS.
- 2. THE PERMANENT STORMWATER MANAGEMENT SYSTEM IS CONSTRUCTED, CLEANED OF ANY ACCUMULATED SEDIMENT AND OPERATING AS DESIGNED AND ALL SEDIMENT HAS BEEN REMOVED FROM CONVEYANCE SYSTEMS AND DITCHES ARE STABILIZED WITH PERMANENT COVER.
- 3. ALL TEMPORARY BMPS HAVE BEEN REMOVED UNLESS THEY ARE DESIGNED TO DECOMPOSE.

DEWATERING AND BASIN DRAINING:

CONTRACTOR SHALL COMPLY WITH THE FOLLOWING PERMIT REQUIREMENTS:

- 1. DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (I.E. PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN. DISCHARGE TO SURFACE WATERS ONLY IF THE BASIN WATER HAS BEEN VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND THAT NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF WATER CANNOT BE DISCHARGED TO A BASIN, IT MUST BE TREATED WITH AN APPROPRIATE BMP SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM PROPERTIES.
- 2. WATER THAT CONTAINS OIL OR GREASE MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE PRIOR TO DISCHARGING THE WATER.
- 3. DISCHARGE POINTS SHALL BE ADEQUATELY PROTECTED FROM EROSION AND SCOUR AND DISCHARGE MUST HAVE BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING OR OTHER ACCEPTABLE ENERGY DISSIPATION DEVICE.
- 4. ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES, OR INUNDATION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACTS TO THE WETLAND.
- 5. BACKWASH WATER FROM USING FILTERS MUST BE HAULED OFFSITE AND DISPOSED OF IN A LEGAL MANNER, RETURNED TO THE BEGINNING OF THE TREATMENT PROCESS OR INCORPORATED INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION. BACKWASH WATER MAY BE DISCHARGED TO SANITARY SEWER IF PERMISSION (IN WRITING) IS GRANTED BY THE SANITARY SEWER AUTHORITY. REPLACE AND CLEAN THE FILTER MEDIA USED IN DEWATERING DEVICES WHEN REQUIRED TO RETAIN ADEQUATE FUNCTION.

POLLUTION PREVENTION:

EXPECTED SOURCES OF POTENTIAL STORM WATER POLLUTANTS ON THE SITE OTHER THAN SOIL INCLUDE, BUT ARE NOT LIMITED TO, THOSE LISTED BELOW. THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING POLLUTION PREVENTION MANAGEMENT MEASURES ON THE SITE;

- 1. STORAGE, HANDLING AND DISPOSAL OF CONSTRUCTION PRODUCTS, MATERIALS AND WASTES SHALL COMPLY WITH THE FOLLOWING TO MINIMIZE THE EXPOSURE TO STORMWATER:
- 2. BUILDING PRODUCTS THAT HAVE THE POTENTIAL TO LEACH POLLUTANTS MUST BE UNDER COVER (I.E.) PLASTIC SHEETING OR TEMPORARY ROOFS) TO PREVENT THE DISCHARGE OF POLLUTANTS OR PROTECTED BY A SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER RUNOFF.
- 3. PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICALS AND LANDSCAPE MATERIALS MUST BE UNDER COVER TO PREVENT THE DISCHARGE OF POLLUTANTS OR PROTECTED BY A SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER RUNOFF.
- 4. HAZARDOUS MATERIALS, TOXIC WASTE (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) MUST BE PROPERLY STORED IN SEALED AND LABELED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS STORAGE MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE OR HAZARDOUS MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
- 5. SOLID WASTE MUST BE STORED, COLLECTED AND DISPOSED OF PROPERLY IN COMPLIANCE WITH MINN. R. CH. 7035.
- 6. PORTABLE TOILETS MUST BE POSITIONED SO THAT THEY ARE SECURE AND WILL NOT BE TIPPED OR KNOCKED OVER. SANITARY WASTE MUST BE DISPOSED OF PROPERLY IN ACCORDANCE WITH MINN. R. CH. 7041.
- 7. FUELING AND MAINTENANCE OF EQUIPMENT AND VEHICLES: SPILL PREVENTION AND RESPONSE: TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICALS OR FUEL LOADING OR UNLOADING INCLUDING THE USE OF DRIP PANS OR ABSORBENTS. CONDUCT FUELING IN A CONTAINED AREA AND ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. §115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
- 8. VEHICLE AND EQUIPMENT WASHING: WASHING MUST BE LIMITED TO A DEFINED AREA OF THE SITE WITH RUNOFF FROM THE WASHING AREA CONTAINED IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROL AND WASTE PROPERLY DISPOSED OF.
- 9. CONCRETE AND OTHER WASHOUTS WASTE: PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS, AND OTHER CONSTRUCTION MATERIALS). LIQUID AND SOLID WASHOUT WASTES MUST NOT CONTACT THE GROUND, AND THE CONTAINMENT MUST BE DESIGNED SO THAT IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY, IN A LEGAL MANNER AND IN COMPLIANCE WITH MPCA RULES. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY THAT REQUIRES SITE PERSONNEL TO UTILIZE THE PROPER FACILITIES FOR DISPOSAL OF CONCRETE AND OTHER WASHOUT WASTES.
- 10. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING AIR POLLUTION AND ENSURING IT DOES NOT EXCEED LEVELS SET BY LOCAL, STATE OR FEDERAL REGULATIONS. THIS INCLUDES DUST CREATED BY WORK BEING PERFORMED ON THE SITE.

TRAINING DOCUMENTATION:

THE CONTRACTOR SHALL SUBMIT THE TRAINING DOCUMENTATION SHOWING COMPLIANCE WITH SECTIONS 21.1-21.3 OF THE PERMIT. INDIVIDUALS THAT MUST BE TRAINED INCLUDE:

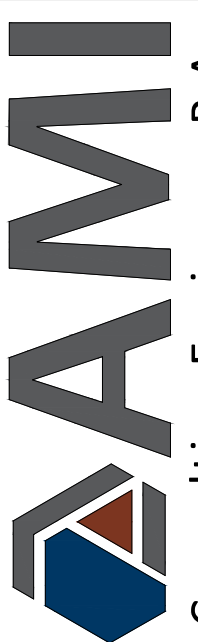
- 1. INDIVIDUALS OVERSEEING IMPLEMENTATION OF, REVISING, AND AMENDING THE SWPPP AND PERFORMING INSPECTIONS (SWPPP COORDINATOR). ONE OF THESE INDIVIDUALS MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE MPCA.
- 2. INDIVIDUALS PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS MUST BE TRAINED IN THESE JOB DUTIES.
- 3. A LOG OF ALL RESPONSIBLE INDIVIDUALS, COMPANIES, AND LOGS OF CHECKS MUST BE AVAILABLE UPON REQUEST. THE RECORDS MUST BE HELD AT THE JOB SITE OR JOB TRAILER.

TRAINING CONTENT AND EXTENT MUST BE COMMENSURATE WITH THE INDIVIDUAL'S JOB DUTIES AND RESPONSIBILITIES.

INDIVIDUALS MUST BE TRAINED BY LOCAL, STATE, FEDERAL AGENCIES, PROFESSIONAL ORGANIZATIONS, OR OTHER ENTITIES WITH EXPERTISE IN EROSION PREVENTION, SEDIMENT CONTROL, PERMANENT STORMWATER MANAGEMENT AND THE MINNESOTA NPDES/SDS CONSTRUCTION STORMWATER PERMIT.

DESIGNER CERTIFICATION INFORMATION:

DESIGNER: BRADY KORWIN, PE (ENGINEER)
SOURCE OF TRAINING: UNIVERSITY OF MINNESOTA (SWPPP DESIGN CERTIFICATE)
TRAINING INSTRUCTOR: JOHN CHAPMAN
MAY 2023 (EXPIRATION)



Consulting Engineers P.A.

3640 TALMAGE CIR. VADNAIS HEIGHTS
651.344.8783 - am engineers.com

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NOT A FINAL CONSTRUCTION

NAME: _____

SIGNATURE: _____

DATE: _____

REV. BY:	DESCRIPTION	REV. BY:	DESCRIPTION
ECR	CITY REVIEW	A	9/10/2019
NPC	CITY PLANNING REVIEW	B	8/6/2020

REV. BY:	DESCRIPTION	REV. BY:	DESCRIPTION
ECR	CITY REVIEW	A	9/10/2019
NPC	CITY PLANNING REVIEW	B	8/6/2020

DATE:	DATE:	DATE:	DATE:
9/10/2019	8/6/2020		

JOB NO:181076
DATE: 09/10/19
DRAWN BY: BPK
DESIGNED BY: NPC

SHEET:

C6.1

RECORD RETENTION:

THE SWPPP, INCLUDING, ALL CHANGES TO IT, PERMITS, AND INSPECTION AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON-SITE VEHICLE DURING NORMAL WORKING HOURS. THE OWNER MUST KEEP THE FOLLOWING RECORDS ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT:

- THE FINAL SWPPP.
- ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT.
- RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION.
- ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT-OF-WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE.
- ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

SWPPP AMENDMENTS:

THE PERMITTEE MUST AMEND THE SWPPP AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS THAT ARE DESIGNED TO CORRECT PROBLEMS IDENTIFIED OR TO ADDRESS ANY OF THE FOLLOWING SITUATIONS:

- THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAVE A SIGNIFICANT EFFECT ON THE STORMWATER DISCHARGE.
- INSPECTION OR INVESTIGATION BY A PARTY (SWPPP COORDINATOR, INSPECTORS, SITE OPERATOR, LOCAL, STATE OR FEDERAL OFFICIALS) INDICATES THE SWPPP IS NOT EFFECTIVE.
- THE SWPPP IS NOT ACHIEVING THE GENERAL OBJECTIVES OF MINIMIZING POLLUTANTS IN STORMWATER DISCHARGES OR THE SWPPP IS DEEMED TO BE NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.
- THE MPCA DETERMINES THAT DISCHARGE MAY CAUSE OR CONTRIBUTE TO NON-ATTAINMENT OF ANY APPLICABLE WATER QUALITY STANDARDS OR THE SWPPP DOES NOT INCORPORATE THE REQUIREMENTS RELATED TO AN IMPAIRED WATERS OR APPROVED TMDL.

ADDITIONAL REQUIREMENTS:

- LEAVE NO SOIL OPEN FOR MORE THAN 48 HOURS TO MEET MINNESOTA B3 REQUIREMENTS.
- PERFORM INSPECTIONS WITHIN SIX (6) HOURS OF EVERY 24 HOUR STORM EVENT THAT IS GREATER THAN OR EQUAL TO 0.75 INCHES TO MEET MINNESOTA B3 REQUIREMENTS

ESTIMATED QUANTITIES		
BMP	UNIT	QUANTITY
SILT FENCE	LF	1230
BIOROLL	LF	100
STORM DRAIN INLET PROTECTION	EA	7
ROCK CONSTRUCTION ENTRANCE	EA	1
SEED/MULCH	AC	1.0
EROSION CONTROL BLANKET	SY	800
SOD/LANDSCAPING	AC	0

STORMWATER CALCULATIONS	
BMP	INFILTRATION BASIN
TOTAL TRIBUTARY AREA (AC)	2.48
AREA OF IMPERVIOUS (AC/SF)	1.12
NORMAL WATER ELEVATION (FT)	961.50
DEAD STORAGE VOLUME (CF)	0
PRETREATMENT PROVIDED? Y/N	YES
WATER QUALITY VOLUME ROD (CF)	4552
WATER QUALITY VOLUME PRVD (CF)	8993
ELEVATION OF WQ VOLUME (FT)	963.50
ALLOWABLE DISCHARGE RATE (WQ VOLUME, CFS)	14.68
PROPOSED DISCHARGE RATE (WQ VOLUME, CFS)	11.17
EMERGENCY OVERFLOW, EOF (FT)	964.25

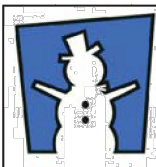
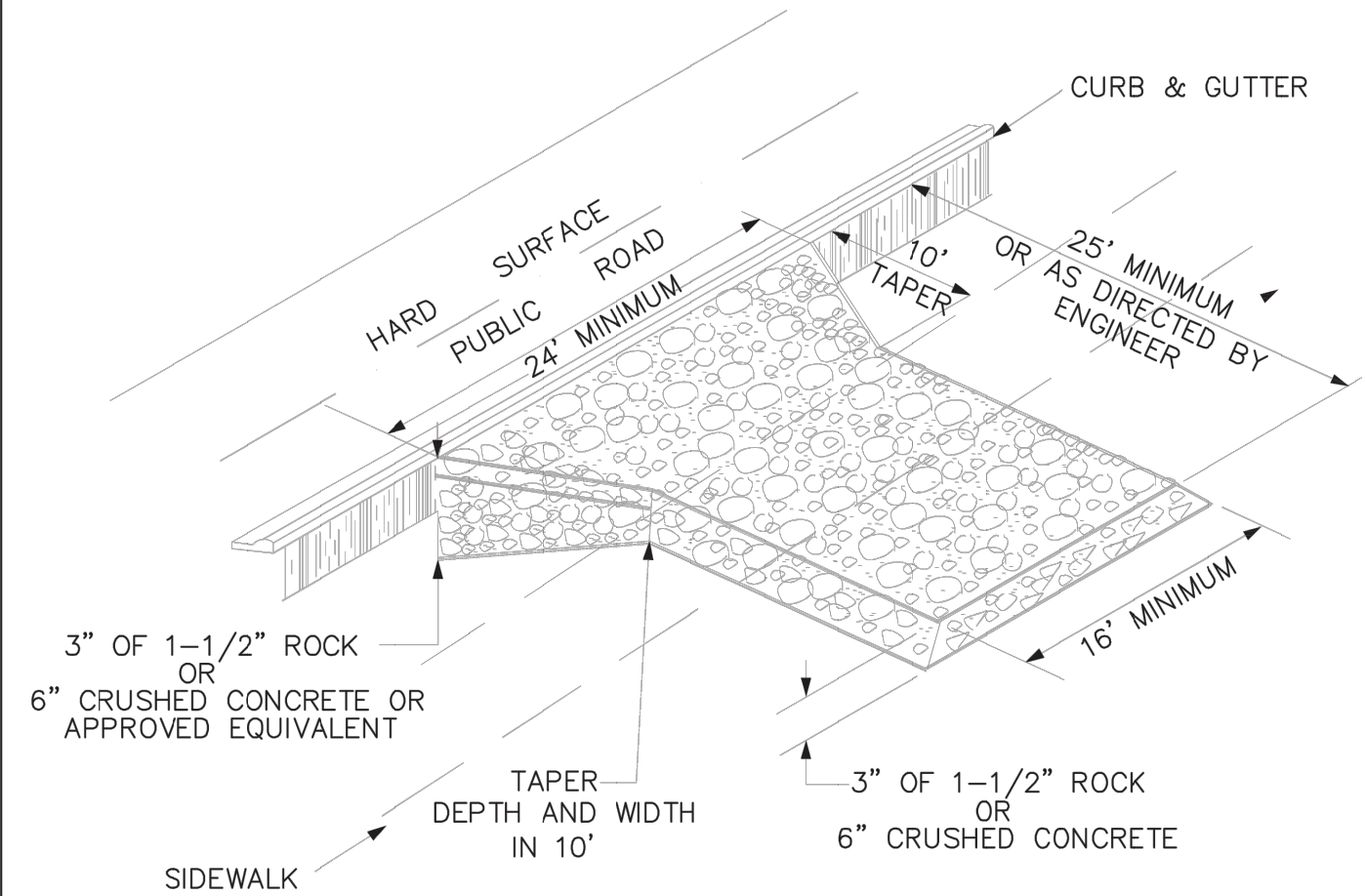


Know what's below.
Call before you dig.

STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE EXACT LOCATION OF ALL UTILITIES (PUBLIC AND PRIVATE) MUST BE DETERMINED BEFORE COMMENCING WORK.

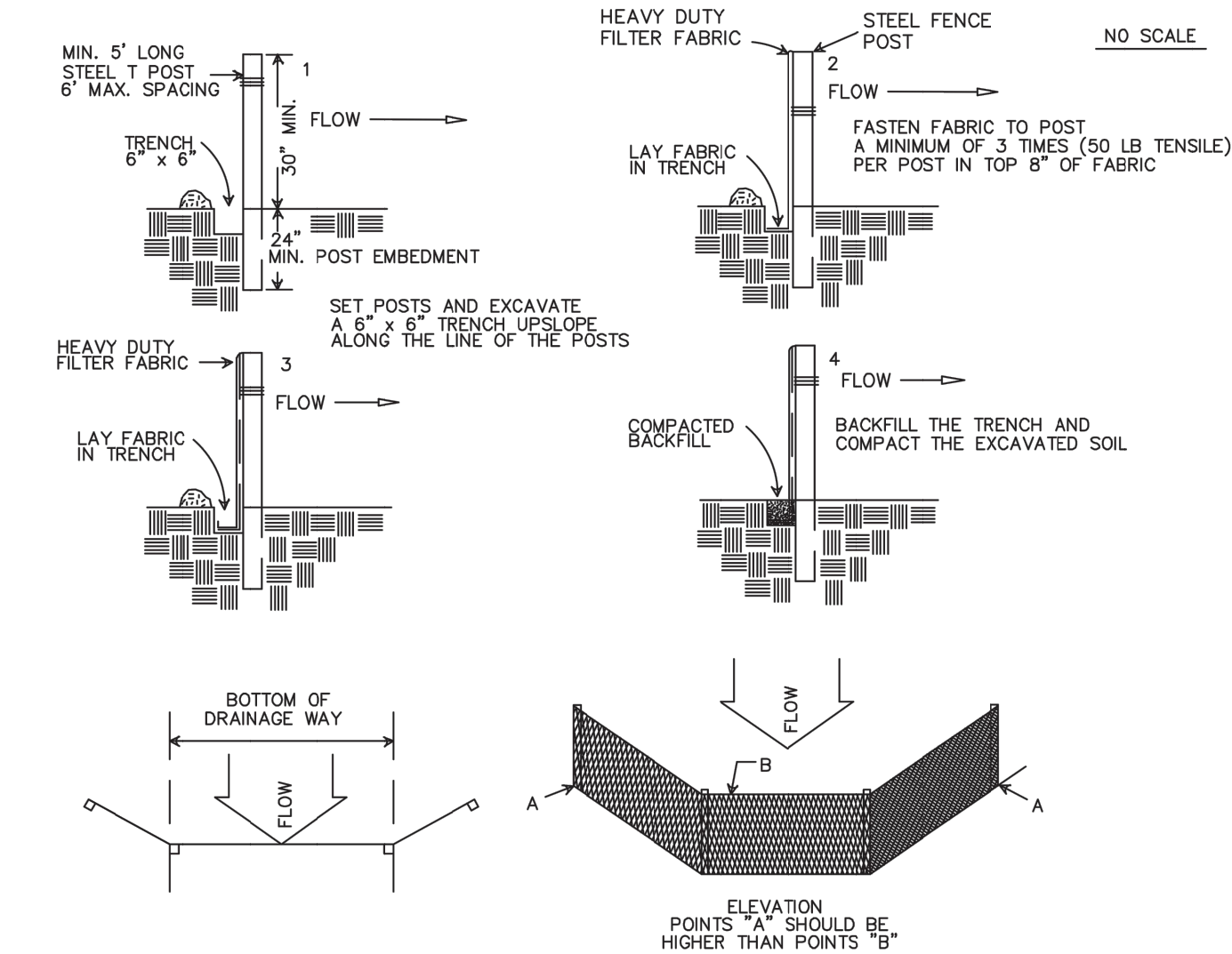
SPECIAL NOTE:
SPECIAL ATTENTION SHALL BE PAID WHEN INSTALLING DRIVEWAYS TO NOT UNDERMINE OR DAMAGE EXISTING SIDEWALKS.



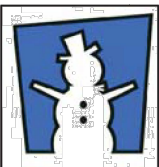
NORTH
ST. PAUL

ROCK CONSTRUCTION
ENTRANCE

SPECIAL DETAILS	
Date: Jan. 2016	EC-1
Revised:	



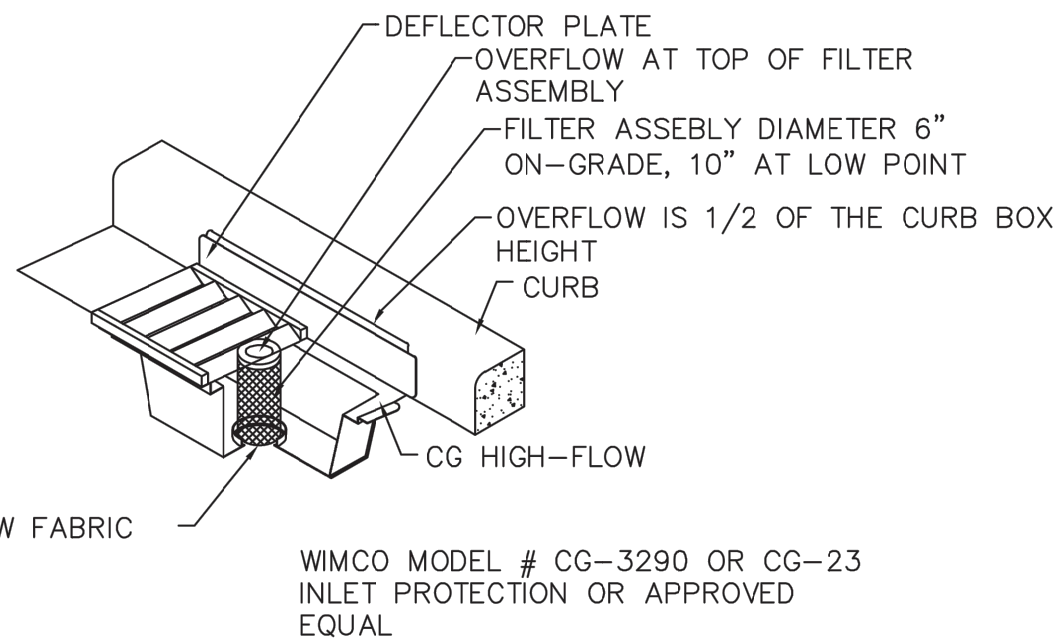
- NOTES:**
- FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 - SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
 - WETLANDS ARE TO BE PROTECTED BY TWO ROWS OF H.D. SILT FENCE. DOUBLE H.D. SILT FENCE IS REQUIRED AROUND WATER BODIES, STEEP SLOPES AND HIGHLY ERODIBLE SOILS.
 - SEDIMENT DEPOSITS MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/2 HEIGHT OF THE BARRIER, OR AS DIRECTED BY THE ENGINEER.
 - ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDDED.
 - ALL MATERIAL & INSTALLATION MUST CONFORM TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MNDOT CONSTRUCTION SPECIFICATIONS TABLE 3896-1.



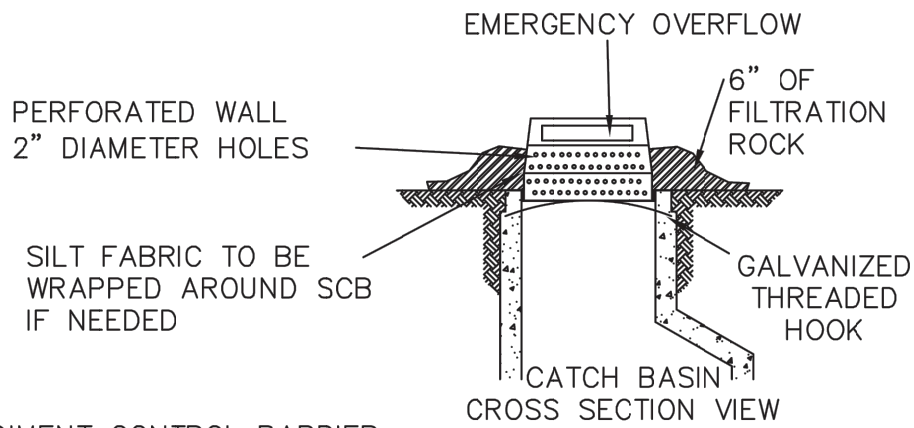
NORTH
ST. PAUL

PLACEMENT AND
CONSTRUCTION OF
SILT FENCE

SPECIAL DETAILS	
Date: Jan. 2016	EC-3
Revised:	



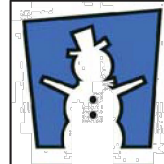
CURB AND GUTTER INLET PROTECTION



INFRASAFE SEDIMENT CONTROL BARRIER
ROYAL ENVIRONMENTAL SERVICES OR AN
ENGINEER APPROVED EQUAL

REAR YARD INLET PROTECTION

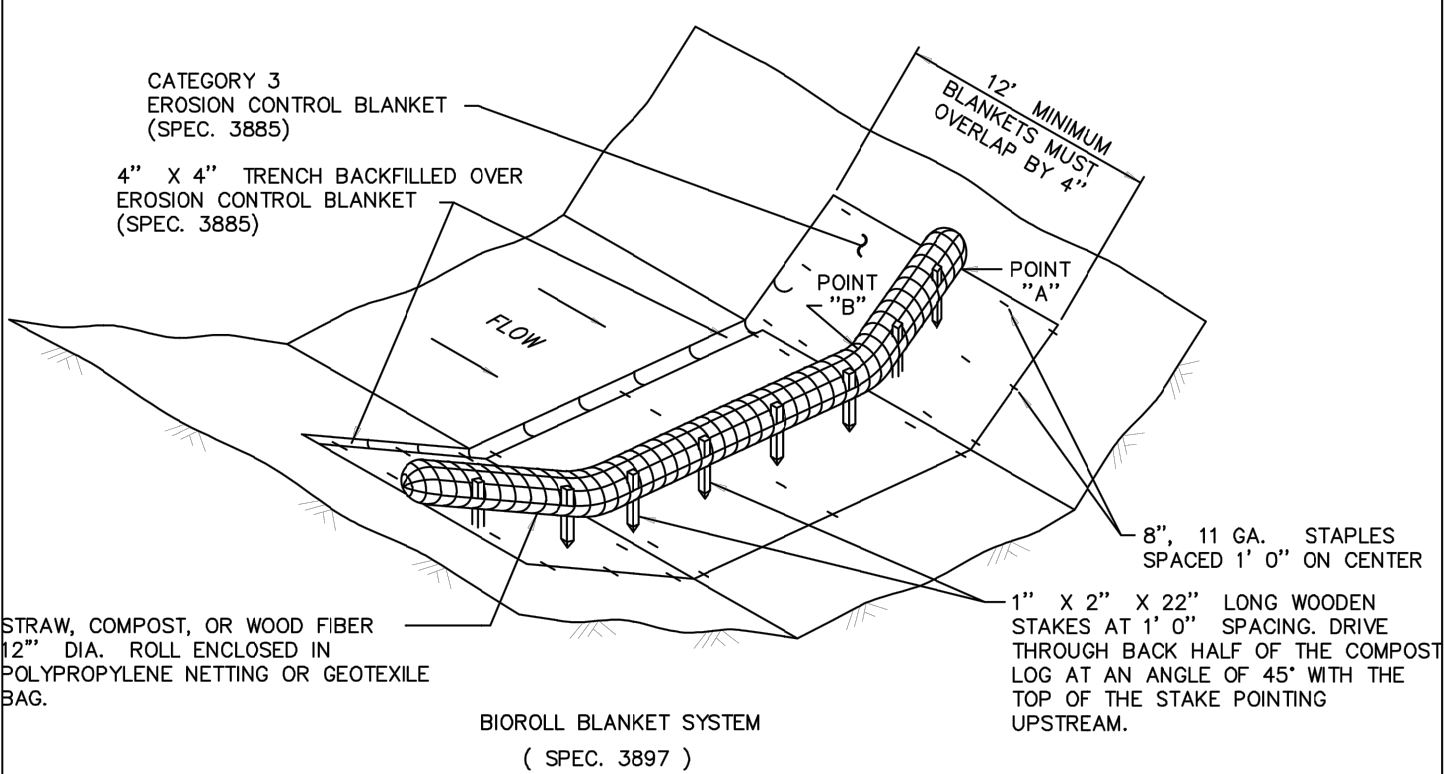
- NOTES:**
- DEVICES TO BE INSTALL IMMEDIATELY UPON INSTALLATION OF CONCRETE STRUCTURE CONE OR TOP SLAB. CASTING ASSEMBLY MUST ALSO BE AT LEAST TEMPORARILY IN PLACE.
 - CHECK FILTER MEDIA AFTER EACH RAIN EVENT & CLEAN AND REPLACE IF SEDIMENT CLOGS FILTER.
 - REMOVE SEDIMENT AND DEBRIS FROM RECEIPTCLE AFTER EACH RAIN EVENT.



NORTH
ST. PAUL

STORM SEWER
INLET PROTECTION

SPECIAL DETAILS	
Date: Jan. 2016	EC-5
Revised:	



- NOTES**
- FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 - SHOULD THE BIOROLL DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE BIOROLL SHALL BE PLACED PROMPTLY.
 - SEDIMENT DEPOSITS MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/2 HEIGHT OF THE BARRIER, OR AS DIRECTED BY THE ENGINEER.
 - ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDDED.
 - ALL MATERIAL & INSTALLATION MUST CONFORM TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MNDOT CONSTRUCTION SPECIFICATIONS SECTION 3897.
 - POINT A MUST BE A MINIMUM OF 6" HIGHER THAN POINT B TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.
 - STAPLE DENSITY SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS.



NORTH
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BIO-ROLL BLANKET

SPECIAL DETAILS	
Date: Jan. 2016	EC-2
Revised:	



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NOT FOR CONSTRUCTION

NAME: DATE: SIGNATURE: DATE: SCALE: XX/XX

REV. BY:	DESCRIPTION	REV.	DATE
ECR	CITY REVIEW	A	9/10/2019
NPC	CITY PLANNING REVIEW	B	8/6/2020

DELAWARE PLACE
38RD STN AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

SWPPP

JOB No:181076
DATE: 09/10/19
DRAWN BY: BPK
DESIGNED BY: NPC

SHEET:

C6.2



CATCHMENT	IMPERVIOUS SURFACE (AC)	PERVIOUS SURFACE (AC)
E-1	0.00	1.12
E-2	0.00	0.50
E-3	0.00	0.47
E-4	0.00	0.27
E-5	0.00	0.12
E-OFFSITE	0.00	0.28



60 120
SCALE IN FEET



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SIGNATURE: _____ DATE: _____

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ECR <td>CITY REVIEW<td>A<td>9/10/2019</td></td></td>	CITY REVIEW <td>A<td>9/10/2019</td></td>	A <td>9/10/2019</td>	9/10/2019
NPCT <td>CITY PLANNING REVIEW<td>B<td>8/4/2020</td></td></td>	CITY PLANNING REVIEW <td>B<td>8/4/2020</td></td>	B <td>8/4/2020</td>	8/4/2020

DELAWARE PLACE

3RD ST N AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

EXISTING DRAINAGE CONDITIONS

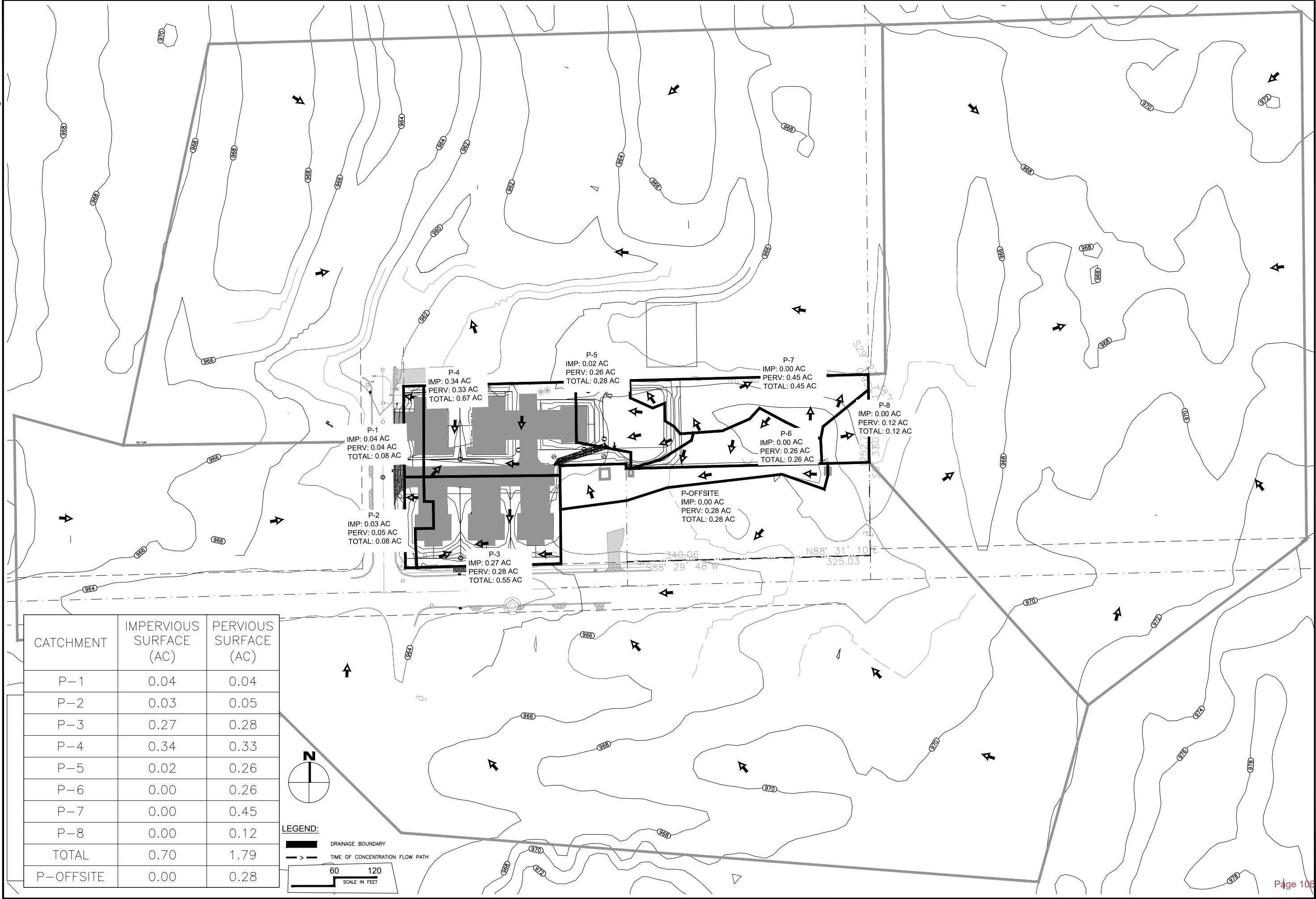
JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

SHEET:
EX-1

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DATE: 7/10/2019
8/6/2020

REV: A
B

REV. BY: ECR
NPCT

DESCRIPTION: CITY REVIEW
CITY PLANNING REVIEW

DELAWARE PLACE

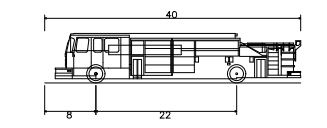
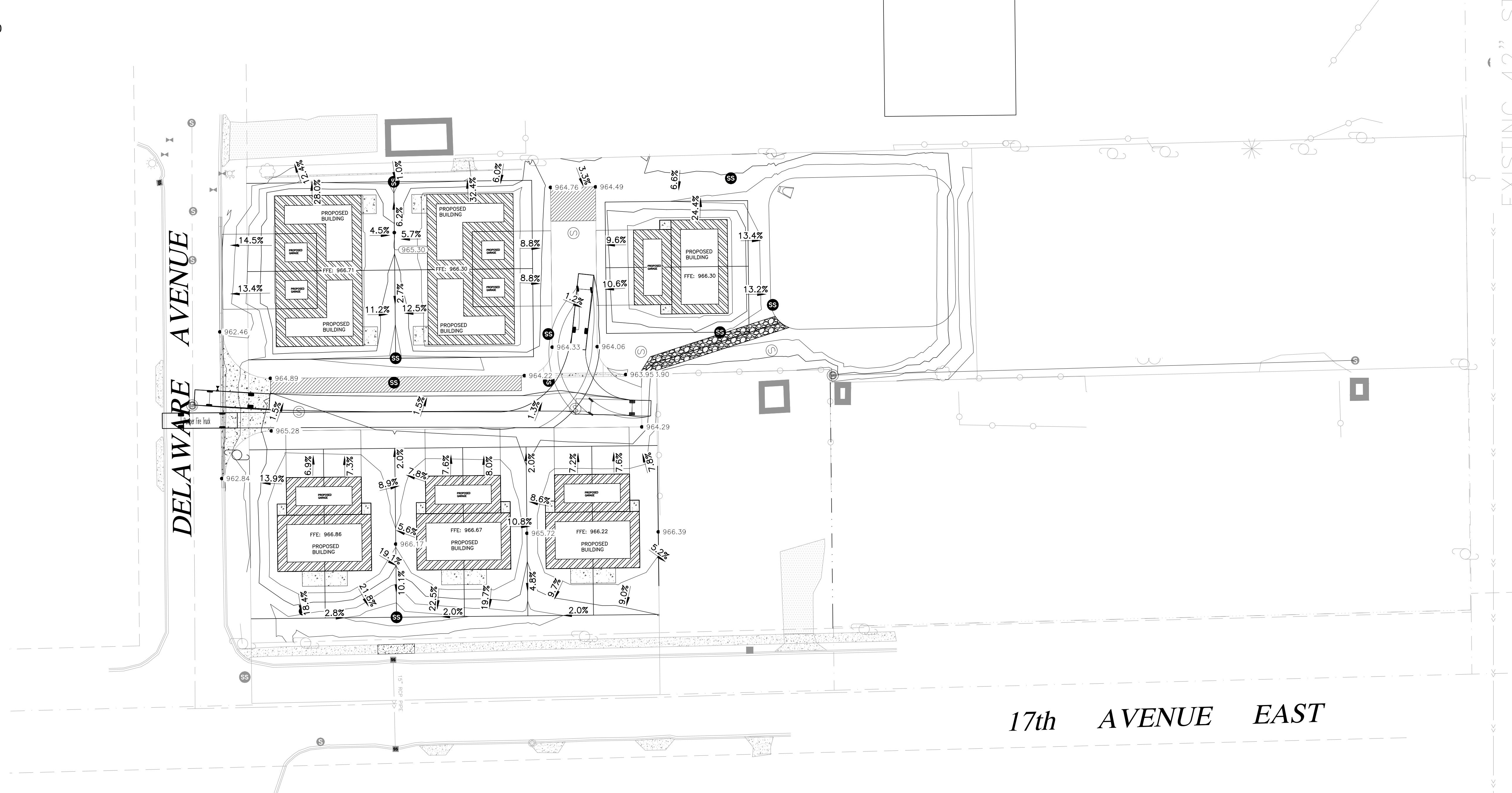
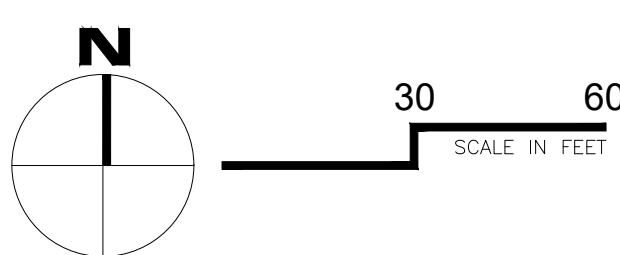
3RD ST N AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

PROPOSED DRAINAGE CONDITIONS

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: NPCT

SHEET: EX-2

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Pumper Fire Truck
Overall Length 40.000ft
Overall Width 8.125ft
Overall Body Height 10.000ft
Min Body Ground Clearance 6.500ft
Track Width 65.000ft
Load-to-link time 9.00s
Max Wheel Angle 45.00°



STATE LAW: 48 HOURS BEFORE EXCAVATING OR DEMOLISHING BUILDINGS, CALL 811 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES. THIS SERVICE LOCATES UTILITY OWNED LINES BUT NOT PRIVATE LINES.

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EXISTING 47' S1

DELWARE PLACE

3RD STN AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

TURNING EXHIBIT - 36' FIRE SERVICE VEHICLE

JOB No:181076

DATE: 08.06.2020

DRAWN BY:

DESIGNED BY:

SHEET:

EX3

DATE: 9/10/2019
8/6/2020

REV: A
B

DESCRIPTION: CITY REVIEW
CITY PLANNING REVIEW

REV BY: ECR
NFCI

THIS IS CERTIFIED THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

DATE: 8/6/2020

NOT FOR CONSTRUCTION

DATE: 8/6/2020

AMC

Consulting Engineers P.A.

3640 TALMAGE CIR. VADNAIS HEIGHTS
651.344.8783 - amcengineers.com

SUPERIOR - IRON RANGE

Block	Lot	Lot Size (SF)	Lot Size (AC)	Garage
1	1	3,690	0.085	440
1	2	3,455	0.079	440
1	3	3,455	0.079	440
1	4	3,690	0.085	440
2	1	2,660	0.061	400
2	2	2,660	0.061	400
3	1	3,553	0.082	400
3	2	3,420	0.079	400
3	3	3,258	0.075	400
3	4	3,042	0.070	400
3	5	3,150	0.072	400
3	6	3,150	0.072	400
	Outlot A	33,818	0.776	0
	Outlot B	32,285	0.741	0

105,284

2.417

Impervious Coverage (SF)		
Building	Patio	Drive
1,406	80	300
1,406	80	200
1,406	80	200
1,406	80	300
750	30	300
750	30	300
750	126	300
750	126	300
750	126	300
750	126	300
750	126	300
750	126	300
0	0	10,182
0	0	0

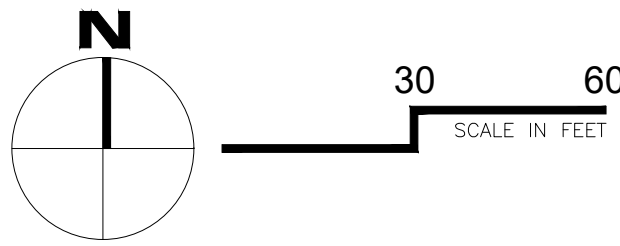
31299.98

29.7%

Impervious Coverage (%)	Front Yard Area (SF) (No ROW)
60.3%	705
61.5%	470
61.5%	470
60.3%	705
55.6%	525
55.6%	525
44.4%	592
46.1%	570
48.4%	543
51.8%	507
50.0%	525
50.0%	525
30.1%	
0.0%	

Surafcing Front Yard (SF)	% Surfacing in front yard	Block	Lot
300	43%	1	1
200	43%	1	2
200	42%	1	3
300	43%	1	4
300	57%	2	1
300	57%	2	2
300	51%	3	1
300	53%	3	2
300	55%	3	3
300	59%	3	4
300	57%	3	5
300	57%	3	6
			Outlot A
			Outlot B

Setbacks		
Front	Rear	Side
14	8.5	5
9	8.5	5
9	8.5	5
14	8.5	5
14	10	9
14	10	9
14	17	13.5
14	17	12
14	16	10
14	16	7
14	15	9
14	15	9
N/A	N/A	N/A
N/A	N/A	N/A



CIVIL SITE LEGEND:

-
- BITUMINOUS PAVEMENT (SEE DETAIL 200)

KEY NOTES

- 1
- BITUMINOUS PAVEMENT (SEE DETAIL 200)

2

3

4

5

6

GENERAL GEOMETRIC AND PAVING NOTES:

1.
- SITE DIMENSIONS SHOWN ON THIS PLAN SHALL BE USED FOR ALL LAYOUT WORK. CHECK ALL PLAN AND DETAIL DIMENSIONS. BUILDING AND SITE IMPROVEMENTS SHALL BE LAID OUT ON SITE BY A REGISTERED LAND SURVEYOR, OR A LICENSED ENGINEER.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

SIGNAGE AND MARKING NOTES:

1.
- ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MN MUTCD, CURRENT VERSION.

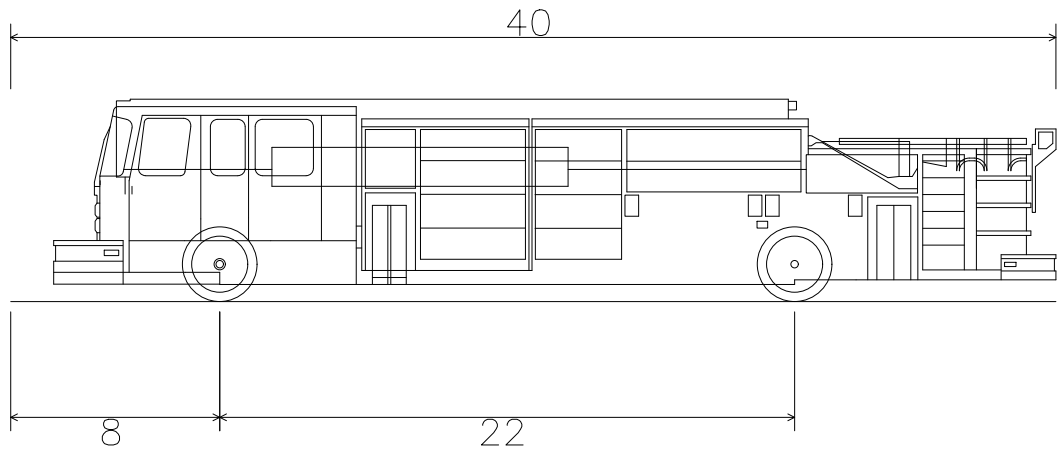
2.

3.

4.

5.

SITE DATA	
SITE/PARCEL SIZE	2.48 AC (108,029 SF)
BUILDING AREA	14,622 SF (14% COVERAGE)
IMPERVIOUS/PERVIOUS AREA	0.67 AC/1.81 AC
LAND USE CLASSIFICATION	R2
CURRENT ZONING	R2
FLOOD ZONE CLASSIFICATION	ZONE X



Pumper Fire Truck
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Max Wheel Angle

40.000ft
8.167ft
7.745ft
0.656ft
8.167ft
5.00s
45.00°



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REV. BY:	DESCRIPTION	REV.:	DATE:

17TH & 3RD TOWNHOMES NSP	17TH & 3RD TOWNHOMES NSP
-----	-----
3RD ST N AND 17TH AVE E NORTH SAINT PAUL, MN 55109	3RD ST N AND 17TH AVE E NORTH SAINT PAUL, MN 55109
SITE PLAN	SITE PLAN
----	----

JOB No:181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: ECR

SHEET:
C2.0

GENERAL UTILITY NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE IMPROVEMENTS, INCLUDING PORTIONS OF WORK WHICH MAY BE PERFORMED BY UTILITY COMPANY'S FORCES. ALL PERMITS, APPLICATIONS, FEES AND CHARGES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- UTILITY DISCONNECTIONS, REMOVALS AND/OR ABANDONMENT SHALL BE COORDINATED WITH THE PROJECT PHASING TO ENSURE NEEDED SERVICES ARE MAINTAINED TO ALL BUILDING FACILITIES.
- REFER TO SITE REMOVALS PLAN FOR LIMITS OF UTILITY PIPE REMOVALS.
- PRIOR TO CONSTRUCTION OF PROPOSED BUILDING UTILITY SERVICES, VERIFY PIPE SIZES, LOCATIONS AND ELEVATIONS WITH MECHANICAL PLANS. COORDINATE CONSTRUCTION AND CONNECTIONS WITH MECHANICAL CONTRACTORS.
- THE CONTRACTOR SHALL MEET THE REQUIREMENTS OF THE LOCAL GOVERNING AUTHORITIES FOR CONNECTION TO PUBLIC WATER, SANITARY SEWER AND STORM SEWER UTILITIES AND WORK WITHIN THE PUBLIC RIGHT OF WAY, INCLUDING PROVIDING AN APPROVED TRAFFIC CONTROL PLAN AS NECESSARY.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR UTILITY CONNECTIONS AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL WATER SERVICES ARE TO HAVE A MINIMUM OF 7.5 FEET AND A MAXIMUM OF 9.0 FEET OF COVER. MAXIMUM COVER MAY CHANGE IF DEFLECTING WATER SERVICE UNDER UTILITIES. ALL VALVES ARE TO HAVE 7.5 TO 9.0 FEET OF COVER.
- WATERMAIN SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINILE OR OTHER POTENTIAL SOURCE OF CONTAMINATION. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE.
- SHOULD WATER SERVICE CONFLICT WITH OTHER UTILITIES, DEFLECT WATER SERVICE DOWN TO PROVIDE A MINIMUM VERTICAL CLEARANCE OF 18 INCHES BETWEEN BOTTOM OF UTILITY PIPE AND TOP OF WATERMAIN. CENTER SECTION OF WATERMAIN PIPE AT CROSSING TO PROVIDE MAXIMUM DISTANCE OF JOINTS FROM SEWER CROSSING. FOLLOW TEN STATE STANDARDS, CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) AND MINNESOTA DEPARTMENT OF HEALTH STANDARDS FOR UTILITY CROSSINGS. REFER TO DETAIL UTIL-10 FOR DETAILS.
- ALL WATER SERVICE THRUST FORCE POINTS (INCLUDES VALVES, TEES, WYES, CROSSES, REDUCERS, HYDRANTS, DEAD ENDS AND BENDS) ARE TO BE LUGGED (MECHANICAL JOINTS). VERIFY JOINT RESTRAINT METHOD REQUIREMENTS WITH LOCAL GOVERNING AUTHORITY.
- FIRE HYDRANT ASSEMBLY SHALL INCLUDE NECESSARY TEES, STUBS, AND GATE VALVES SHOWN ON THE DRAWING AND DETAILS, AND AS REQUIRED BY THE CITY. VERIFY INSTALLATION REQUIREMENTS WITH LOCAL GOVERNING AUTHORITY REQUIREMENTS.
- CONTRACTOR TO ADJUST ALL EXISTING AND PROPOSED GATE VALVES AND MANHOLES TO BE FLUSH WITH FINAL GRADE.
- SANITARY SEWER PIPE AND FITTINGS SHALL BE PVC, SDR 35 FOR PIPES LESS THAN 12- FEET DEEP, SDR 26 FOR PIPES GREATER THAN 12 FEET DEEP UNLESS OTHERWISE NOTED.
- ALL SERVICE CONNECTIONS WITH LESS THAN 5 FEET COVER (TO TOP OF PIPE FOR WATER AND TO INVERT ON SANITARY, ARE TO BE INSULATED.
- INSTALL CLEANOUTS/MANHOLES ALONG SANITARY SEWER SERVICE PER MINNESOTA DEPARTMENT OF HEALTH PLUMBING CODE REQUIREMENTS.
- SANITARY MANHOLES SHALL HAVE WATERTIGHT LIDS.
- THE CONTRACTOR SHALL CLEAN ALL SURFACE FLOW CHANNELS, PIPES AND STRUCTURES AFTER FINAL SURFACES ARE ESTABLISHED AND PRIOR TO PROJECT CLOSEOUT.
- STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED) WITH R-4 GASKETS. ROOF DRAIN LEADERS SHALL BE PVC, SCHEDULE 40.
- ALL SEWER AND WATER CONSTRUCTION TO COMPLY WITH CITY ENGINEERING DESIGN STANDARDS.
- UTILITY CONSTRUCTION PER MNDOT SPECIFICATIONS 2451, 2501, 2502, 2506, 2506, 2511, 2611, 2621, AND 2625

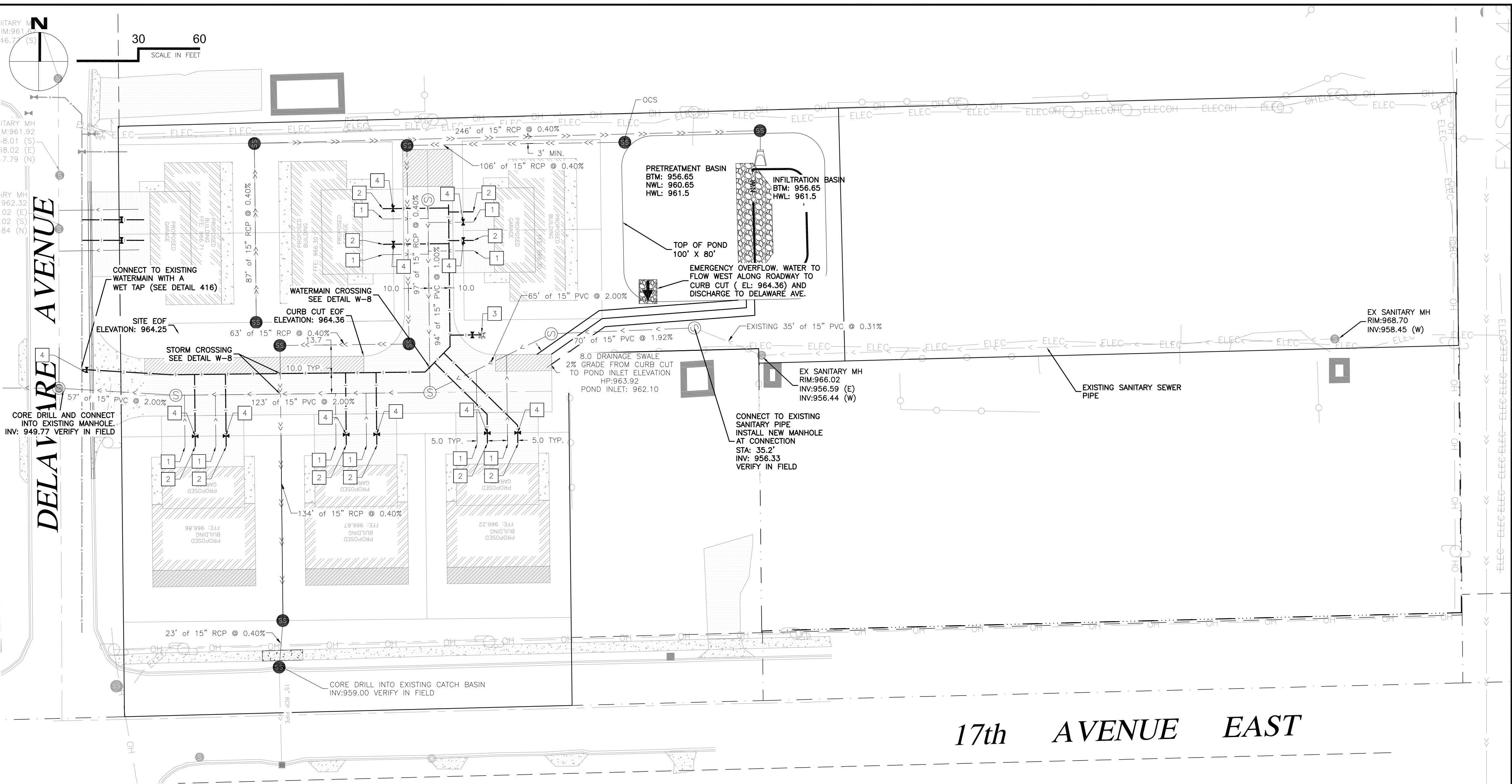
ITARY MH
IM:961.46
46.7 (S)

ITARY MH
M:961.92
8.01 (S)
18.02 (E)
7.79 (N)

RY MH
962.32
02 (E)
02 (S)
84 (N)

DELAVRE AVENUE

CORE DRILL AND CONNECT INTO EXISTING MANHOLE.
INV: 949.77 VERIFY IN FIELD



UTILITY LEGEND:

EXISTING	PROPOSED	
		APRON
		STORM SEWER
		FIRE HYDRANT ASSEMBLY (SEE DETAIL W-1)
		VALVE (SEE DETAIL W-5)
		WATERMAIN (SEE DETAIL W-4)
		SANITARY SEWER (SEE DETAIL SS-3, 400)
		SANITARY MANHOLE (SEE DETAIL SS-1)
		STORM SEWER MANHOLE
		DRAINAGE UTILITY EASEMENT

KEY NOTES:

- 4" PVC SANITARY SEWER SERVICE. VERIFY WITH MECHANICAL FOR EXACT INVERT, LOCATION AND CONNECTION INTO BUILDING.
- 1.25" COPPER DOMESTIC SERVICE. VERIFY WITH MECHANICAL FOR EXACT LOCATION AND CONNECTION INTO BUILDING.
- 6" HYDRANT AND VALVE ASSEMBLY (SEE DETAIL SS-3, 400)
- CURB STOP (SEE DETAIL W-5)



Know what's below.
Call before you dig.

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NOT FOR CONSTRUCTION

NAME: _____
SIGNATURE: _____
DATE: _____

REV. BY:	DESCRIPTION	REV:	DATE:

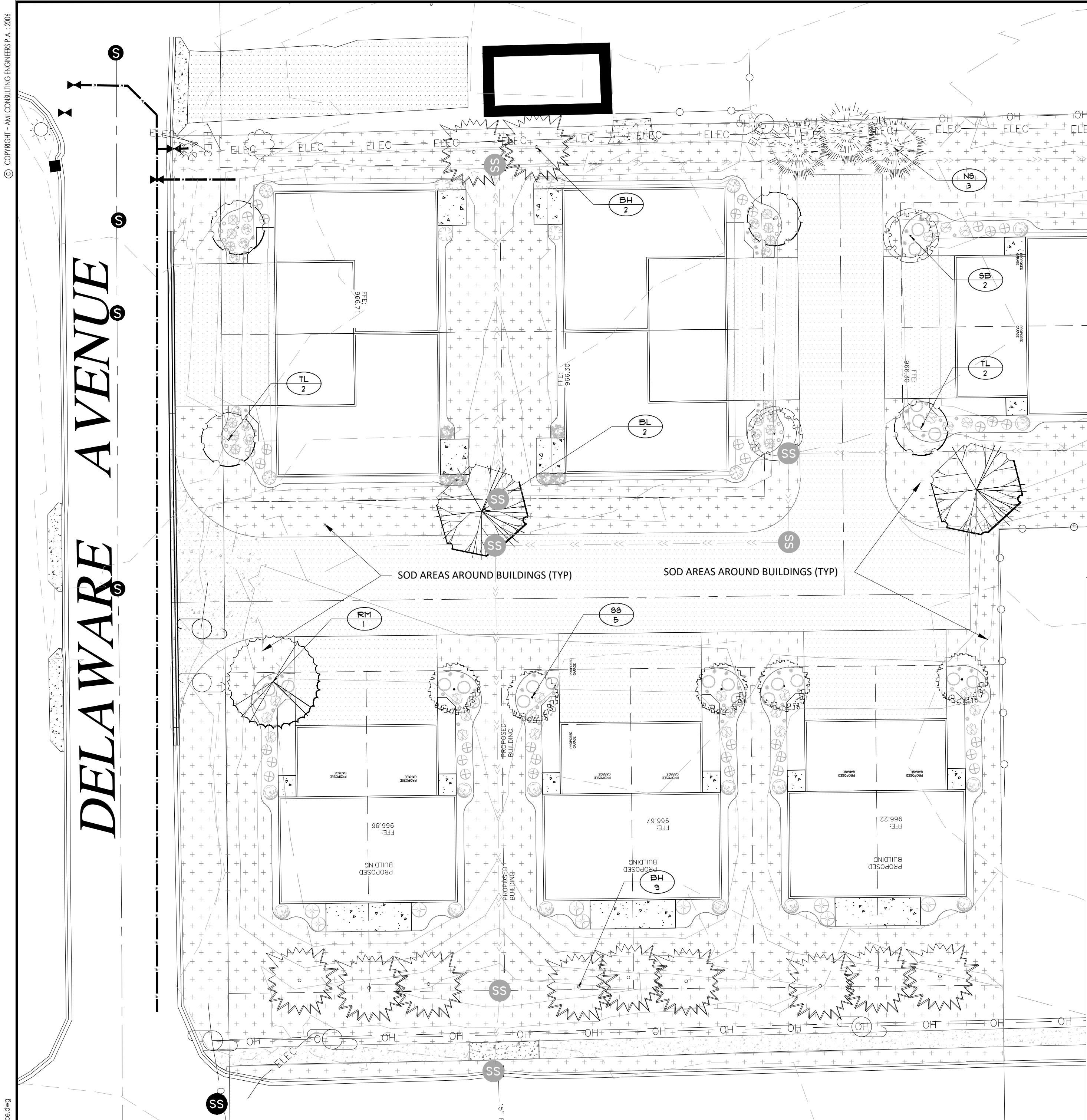
17TH & 3RD TOWNHOMES NSP

3RD ST N AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

UTILITY PLAN

JOB No: 181076
DATE: 09/10/19
DRAWN BY: WNW
DESIGNED BY: ECR

SHEET:
C4.0

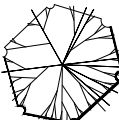
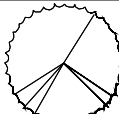


LANDSCAPE TREE PLAN

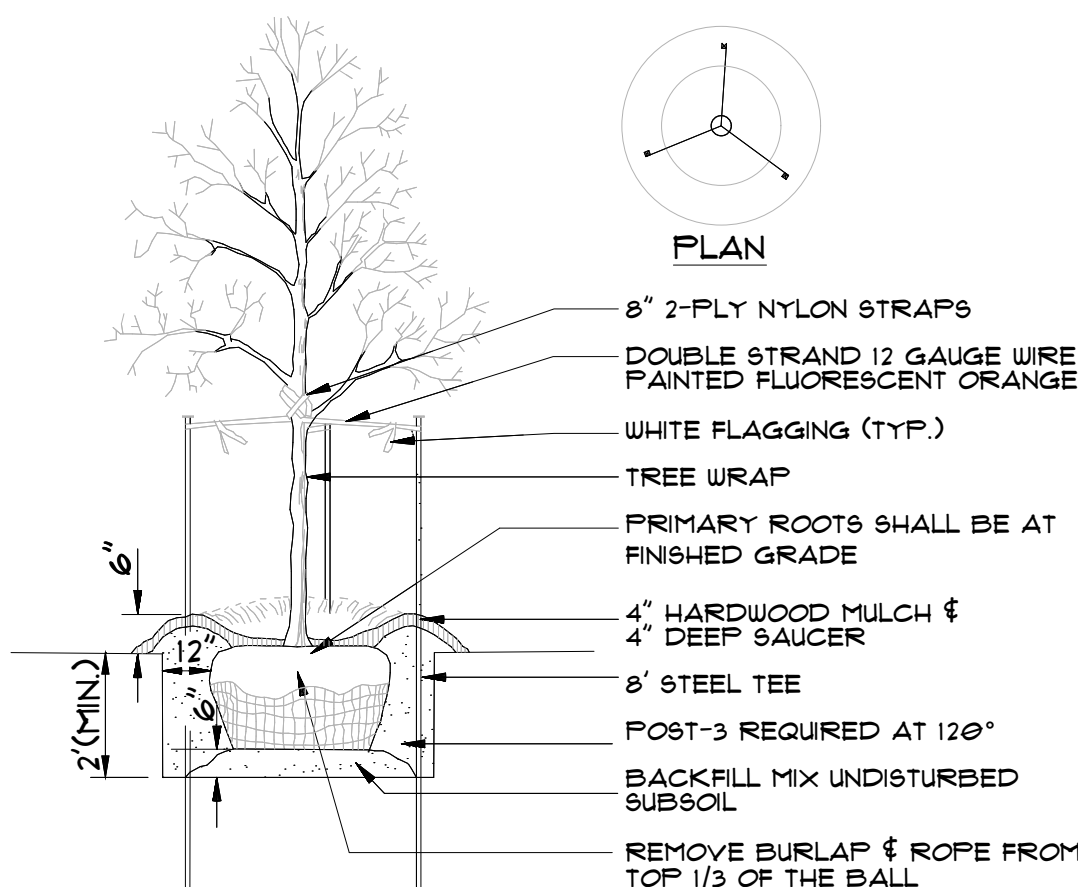
SEED MIX LEGEND (FOR ALL SHEETS)		
SYM.	TYPE	SEED MIX
	NATIVE WET PRAIRIE	MN SEED MIX 34-271 (OLD BWSR W2)
	WETLAND FRINGE	MN SEED MIX 35-221 (OLD BWSR U6)
	COMMERCIAL TURF - SOD	HIGHLAND SOD
	MNDOT 260 ALL AREAS DISTURBED BY CONSTRUCTION NOT INTENDED SODDED, OR RETENTION BASINS	MN SEED MIX 25-131 (OLD MNDOT 260) & (USE EROSION CONTROL BLANKET FOR SLOPES OVER 3:1)
	MESIC GENERAL ROADSIDE FOR GENERAL STABILIZATION OF PAD AREAS	MN SEED MIX 25-131 (USE EROSION CONTROL BLANKET FOR SLOPES OVER 3:1)
	HARDWOOD MULCH SHREDDED HARDWOOD MULCH	(NATURAL COLOR)
	1/2" CRUSHED GRANITE	CRUSHED QUARRY GRANITE

CITY of North St. Paul LANDSCAPE CODE

- R-2 District. All areas, except for buildings, driveways and approved parking areas, shall be landscaped as described above. Landscaping may include retaining the natural landscape where appropriate. At least 50% of the front yard must be landscaped.
- TWO TREES IN THE FRONT YARD AND ONE TREE IN THE REAR YARD SHALL BE INSTALLED BY THE BUILDER/HOMEOWNER.

LANDSCAPE LEGEND										
KEY	BOTANICAL NAME		COMMON NAME		SIZE	ROOT	QTY.	INSTALL HEIGHT	MATURE HEIGHT	STRAIT LEADER NO "V" CROTCH
DECIDUOUS TREES										
BL		Tilia americana 'Boulevard'	BOULEVARD LINDEN		2.5"	BB	-	15'	60'	
RM		Acer rubrum 'Nothwoods'	NORTHWOODS MAPLE		2.5"	BB	-	14'	50'	
ORNAMENTAL TREES										
SB		Amelanchier x grandiflora 'Autumn Brilliance'	AUTUMN BRILLIANCE SERVICEBERRY		1.5"	BB	-	8'	20'	STRAIT LEADER NO "V" CROTCH
SS		Malus x 'Spring Snow'	SPRING SNOW CRABAPPLE		1.5"	BB	-	8'	25'	
TL		Syringa Reticulata	JAPANESE TREE LILAC		1.5"	BB	-	8'	20'	
EVERGREEN TREES										
BH		Picea glauca var. Densata	BLACK HILLS SPRUCE		6'	BB	-	6'	40'	FULL FORM TO GRADE
NS		Picea abies	NORWAY SPRUCE		6'	BB	-	6'	60'	

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.



NOTE: SEE PLANTING NOTES FOR THE TYPE OF MULCH MATERIAL TO USE. PLANTING DEPTH: TREES SHALL BE INSTALLED SO PRIMARY ROOTS ARE AT FINISHED GRADE. DO NOT PLANT TOO DEEPLY OR TREES SHALL BE REJECTED AND WILL REQUIRE CORRECTIONS.

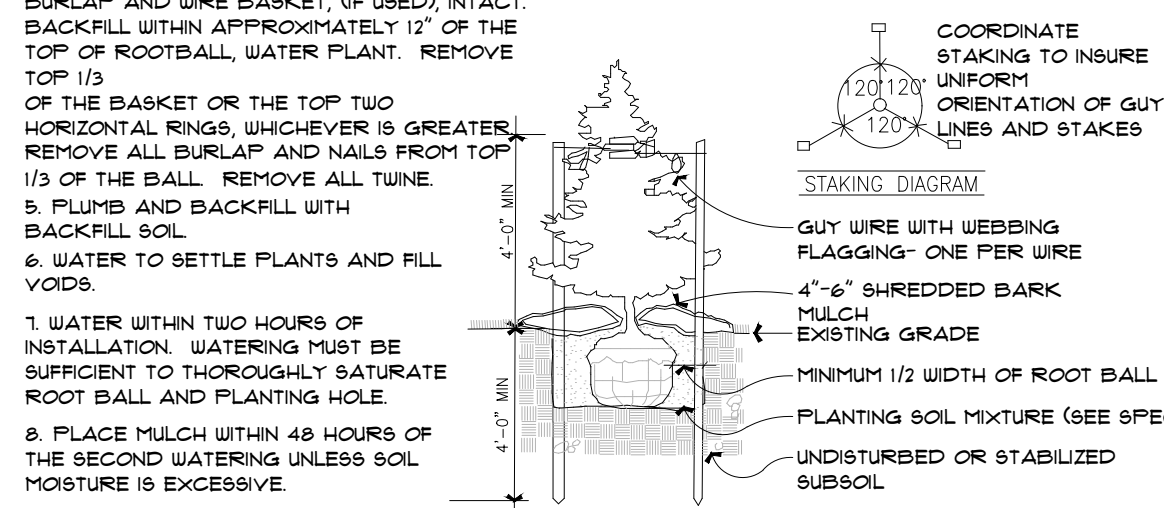
A DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

PLANTING NOTES

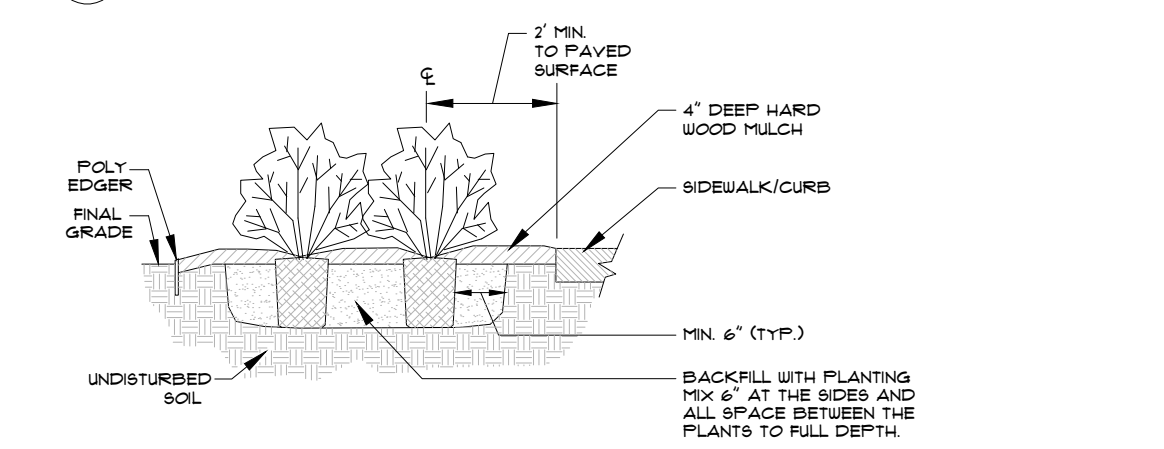
- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND WRAPPED AS INDICATED IN THE LANDSCAPE LEGEND.
- ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-260, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
- EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HIT, ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O.C. MAXIMUM SPACING.
- ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- MULCH: SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELIBERIOUS MATERIAL. MULCH PLANTING BEDS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 4" FOR PERENNIAL BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.
- PLACE LANDSCAPE FILTER FABRIC UNDER ALL ROCK MULCHED AREAS. FILTER FABRIC SHALL BE 100% INTERWOVEN 5-102 NEEDLE PUNCHED POLYPROPYLENE FABRIC MANUFACTURED BY DEWITT. USE PRO 5 "WEED BARRIER" OR APPROVED EQUAL.
- PLACE EDGING BETWEEN ALL PLANTING/ROCK BEDS AND TURF. EDGING SHALL BE POLY.
- THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE LANDSCAPE LEGEND.
- LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
- THE CONTRACTOR SHALL KEEP PAVEMENTS, PLANTERS AND BUILDINGS CLEAN AND UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAVED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND Gopher STATE ONE CALL AT 454-0002 (TWIN CITIES METRO AREA) OR 800-252-1166 (GREATER MINNESOTA) 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- USE ANTI-DESICCANT (WILT-PRUF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
- PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MN/DOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL. MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.
- ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASON (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
- CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
- SEASONS/TIME OF PLANTING AND SEEDING:
NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
DECIDUOUS POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1
DECIDUOUS B&B: 4/1 - 6/1; 9/21 - 11/1
EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1
TURF/LAWN SEEDING: 4/1 - 6/1; 7/20 - 9/20
NATIVE MIX SEEDING: 4/1 - 7/20;
- MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.
- WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK, IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.
- CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.
- ALL DISTURBED AREAS TO BE TURF SEED, ARE TO RECEIVE 4" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- ALL DISTURBED AREAS TO RECEIVE NATIVE WETLAND SEED, ARE TO RECEIVE ENGINEERED SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

- SCARIFY BOTTOM AND SIDES OF HOLE PRIOR TO PLANTING.
- TRIM OUT DEAD WOOD AND WEAK AND/OR DEFORMED TWIGS. DO NOT CUT A LEADER. DO NOT PAINT CUTS.
- SET PLANT ON UNDISTURBED NATIVE SOIL OR THOROUGHLY COMPACTED BACKFILL SOIL. INSTALL PLANT SO THE ROOT FLARE IS AT OR UP TO 2" ABOVE THE FINISHED GRADE.
- PLACE PLANT IN PLANTING HOLE WITH BURLAP AND WIRE BASKET, (IF USED), INTACT. BACKFILL WITHIN APPROXIMATELY 1/2" OF THE TOP OF ROOTBALL. WATER PLANT. REMOVE TOP 1/3 OF THE BASKET OR THE TOP TWO HORIZONTAL RINGS, WHICHEVER IS GREATER. REMOVE ALL BURLAP AND NAILS FROM TOP 1/3 OF THE BALL. REMOVE ALL TWINE.
- PLUMB AND BACKFILL WITH BACKFILL SOIL.
- WATER TO SETTLE PLANTS AND FILL VOID.

- WATER WITHIN TWO HOURS OF INSTALLATION. WATERING MUST BE SUFFICIENT TO THOROUGHLY SATURATE ROOT BALL AND PLANTING HOLE.
- PLACE MULCH WITHIN 48 HOURS OF THE SECOND WATERING UNLESS SOIL MOISTURE IS EXCESSIVE.



B CONIFEROUS TREE PLANTING DETAIL
NOT TO SCALE

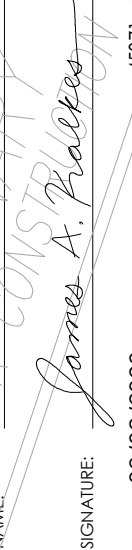


A SHRUB & CONTAINER PLANTING DETAIL
NOT TO SCALE



Consulting Engineers P.A.
3640 TALMAGE CIR. VADNAIS HEIGHTS
651.344.8783 - amiconsulting.com
SUPERIOR - IRON RANGE

LIBRARY: VERIFY THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED Landscape Architect UNDER THE LAWS OF THE STATE OF MINNESOTA

NAME: James A. Kalkes RIA
SIGNATURE: 
DATE: 08/02/2020
LIC. NO.: 45071



DreamScapes Landscaping & Design, Inc.
7087 20th Ave S. Centerville MN 55038
www.DreamScapesMN.com

REV. BY:	DESCRIPTION		REV:	DATE:
ECR	CITY REVIEW	A	9/10/2019	
NFCT	CITY PLANNING REVIEW	B	8/4/2020	

DELAWARE PLACE

3RD STN AND 17TH AVE E
NORTH SAINT PAUL, MN 55109

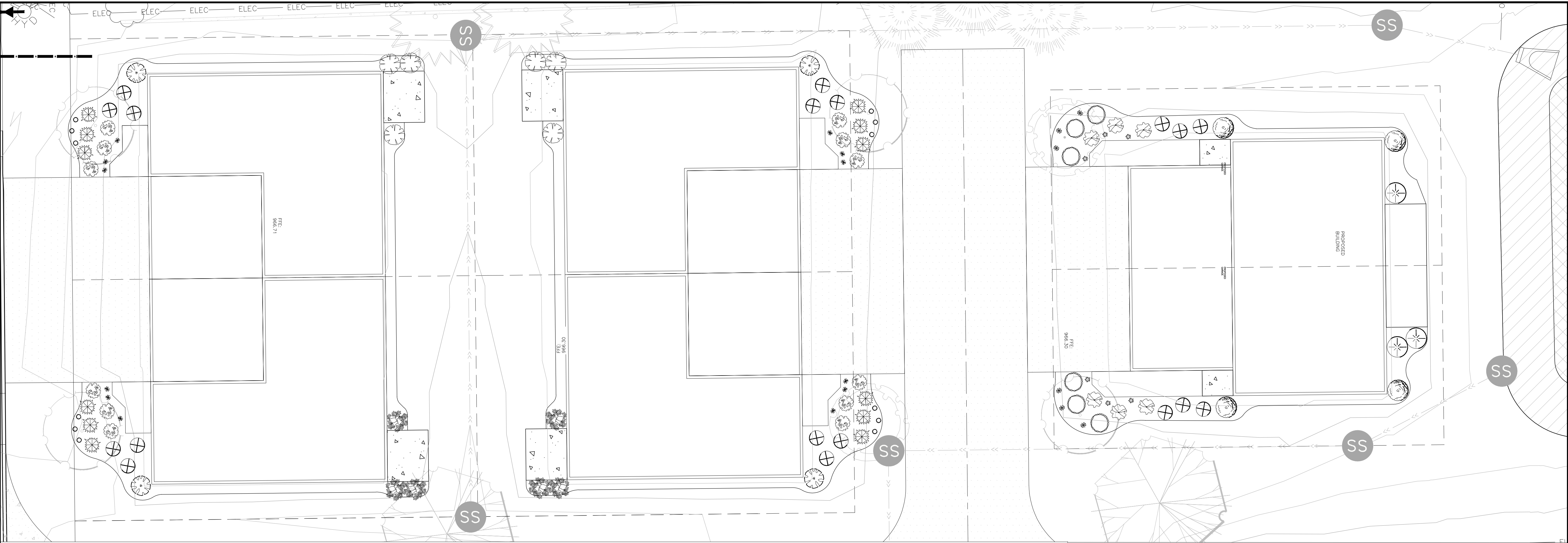
LANDSCAPE PLAN

JOB No: 181076
DATE: 09/10/19
DRAWN BY: JAK
DESIGNED BY: JAK

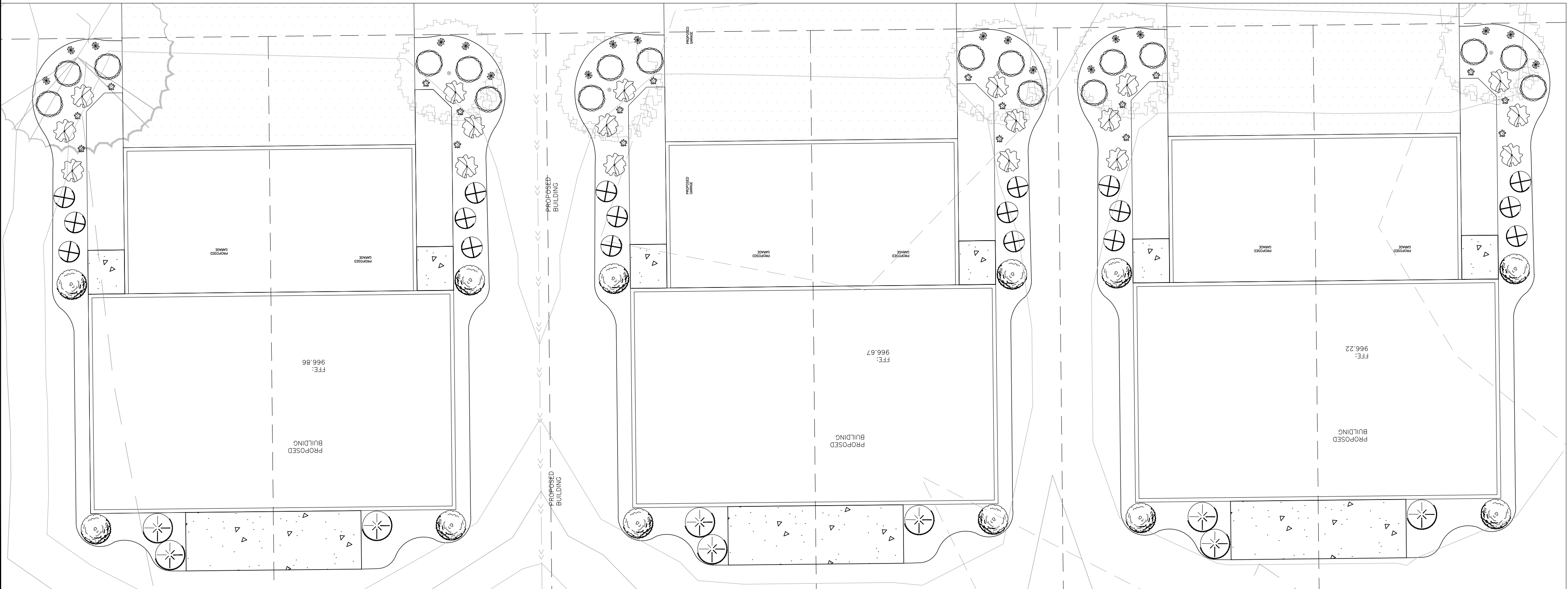
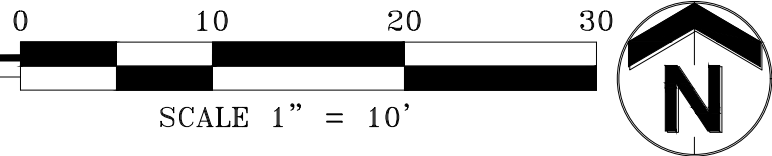
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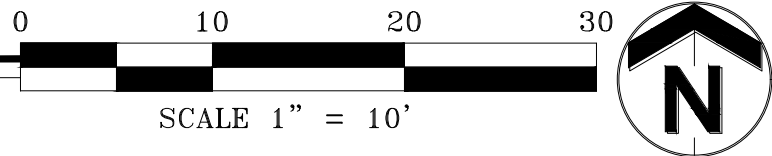
Page 44 of 150



1 FOUNDATION PLANTINGS
L2



2 FOUNDATION PLANTINGS
L2



LANDSCAPE LEGEND									
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	REMARKS	INSTALL HEIGHT	MATURE HEIGHT	
SHRUBS									
SVJ	Juniperus Horizontalis 'Savin'	SAVIN JUNIPER	#5	CONT.	-		1'	3'x4'	
BOX	Buxus 'Glencoe'	CHICAGOLAND BOXWOOD	#5	CONT.	-		1.5'	3'x3'	
TAU	Taxus x media 'Tauntoni'	TAUNTON SPREADING YEW	#5	CONT.	-		1'	3'x4'	
DBB	Euonymus alatus 'Compactus'	DWARF BURNING BUSH	#5	CONT.	-		1.5'	4'x4'	
GLS	Rhus aromatica 'Gro-Low'	GRO-LOW FRAGRANT SUMAC	#5	CONT.	-		1'	2.5'x5'	
BCA	Viburnum trilobum 'Bailey Compact'	COMPACT AMERICAN CRANBERRYBUSH	#5	CONT.	-		1.5'	4'x4'	
AWS	Spiraea x bumalda 'Anthony Waterer'	ANTHONY WATERER SPIREA	#5	CONT.	-		1.5'	3'x4'	
SMS	Spiraea nipponica 'Snowmound'	SNOWMOUND SPIREA	#5	CONT.	-		1.5'	3'x4'	
MYS	Spiraea thunbergii 'Ogon'	MELLOW YELLOW SPIREA	#5	CONT.	-		1'	3'x4'	
ALP	Ribes alpinum	ALPINE CURRANT	#5	CONT.	-		1.5'	3'x4'	
GFS	Spiraea x bumalda 'Gold Flame'	GOLD FLAME SPIREA	#5	CONT.	-		1.5'	3'x4'	
FOR	Forsythia 'Sunrise'	SUNRISE FORSYTHIA	#5	CONT.	-		1.5'	5'x5'	
SPL	Syringa x 'Balsugar'	SUGAR PLUM LILAC	#5	CONT.	-		1.5'	4'x4'	
MGH	Diervilla lonicera	DWARF BUSH HONEYSUCKLE	#5	CONT.	-		1.5'	4'x4'	
DBW	Salix purpurea 'Nana'	DWARF BLUE ARCTIC WILLOW	#5	CONT.	-		1'	3'x4'	
RTD	Cornus Sericea 'Bailey'	RED TWIG DOGWOOD	#5	CONT.	-		1.5'	5'x5'	
BCB	Aronica melonocarpa elata	BLACK CHOKEBERRY	#5	CONT.	-		1.5'	4'x4'	
JDW	Ilex verticillata 'Jim Dandy'	JIM DANDY WINTERBERRY	#5	CONT.	-		1.5'	3'x3'	
RSW	Ilex verticillata 'Red Sprite'	RED SPRITE WINTERBERRY	#5	CONT.	-		1.5'	3'x3'	
PERENNIALS									
KFG	Calamagrostis acutiflora 'Karl Foerster'	KARL FOERSTER FEATHER REED GRASS	#1	CONT.	-	PLANT 2' O.C.	6"	4'x2'	
PDS	Sporobolus heterolepis	PRAIRIE DROPSEED	#1	CONT.	-	PLANT 2' O.C.	6"	2'x2'	
BDL	Hemerocallis 'Baja'	BAJA DAYLILY	#1	CONT.	-	RED FLOWER	6"	2'x1.5'	
PMD	Hemerocallis 'Pardon Me'	PARDON ME DAYLILY	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x1.5'	
SDD	Hemerocallis 'Stella d'Oro'	STELLA D'ORO DAYLILY	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x1.5'	
WLC	Nepeta x faassenii 'Walker's Low'	WALKER'S LOW CATMINT	#1	CONT.	-	PURPLE FLOWER	6"	1'x1'	
BES	Rudbeckia fulgida 'Goldsturm'	BLACK EYED SUSAN	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x1.5'	
KBL	Liatis spicata 'Kobold'	KOBOLD LIATRIS	#1	CONT.	-	PURPLE FLOWER	6"	1.5'x1.5'	
LRL	Ligularia stenocephala 'Lanternchen'	LITTLE ROCKET LIGULARIA	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x2'	
PPC	Heuchera x 'Plum Pudding'	PLUM PUDDING CORAL BELLS	#1	CONT.	-	PURPLE LEAF	6"	1'x1'	
-	-	-	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x1.5'	
-	-	-	#1	CONT.	-	PURPLE FLOWER	6"	1.5'x1.5'	
-	-	-	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x2'	

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.

REV. BY:	ECR	NFCT
REV.	A	B
DATE:	9/10/2019	8/6/2020

DESCRIPTION	CITY REVIEW	CITY PLANNING REVIEW
DELWARE PLACE	3RD STN AND 17TH AVE E	LANDSCAPE PLAN
	NORTH SAINT PAUL, MN 55109	

JOB No: 181076
DATE: 09/10/19
DRAWN BY: JAK
DESIGNED BY: JAK

SHEET:
L2

Two-Story Front and Rear Elevations



TOTAL 1897 SQ FT
Includes mech 26 sq ft

FRONT ELEVATION
SCALE 1/4" = 1'-0"

TOTAL 1873 SQ FT
Includes mech 26 sq ft



THIS SIDE 12X12

THIS SIDE 12X14

REAR ELEVATION W/ COVERED PORCHES A
SCALE 1/4" = 1'-0"

PRELIMINARY PLAN

2 STORY SLAB TWIN DELUX

LARSEN DESIGN & CONSTRUCTION LLC
4120 SUNFLOWER CIRCLE VADNAIS HEIGHTS MN 55127
651-351-2421 BRUCE@LARSEN-CONCAST.NET

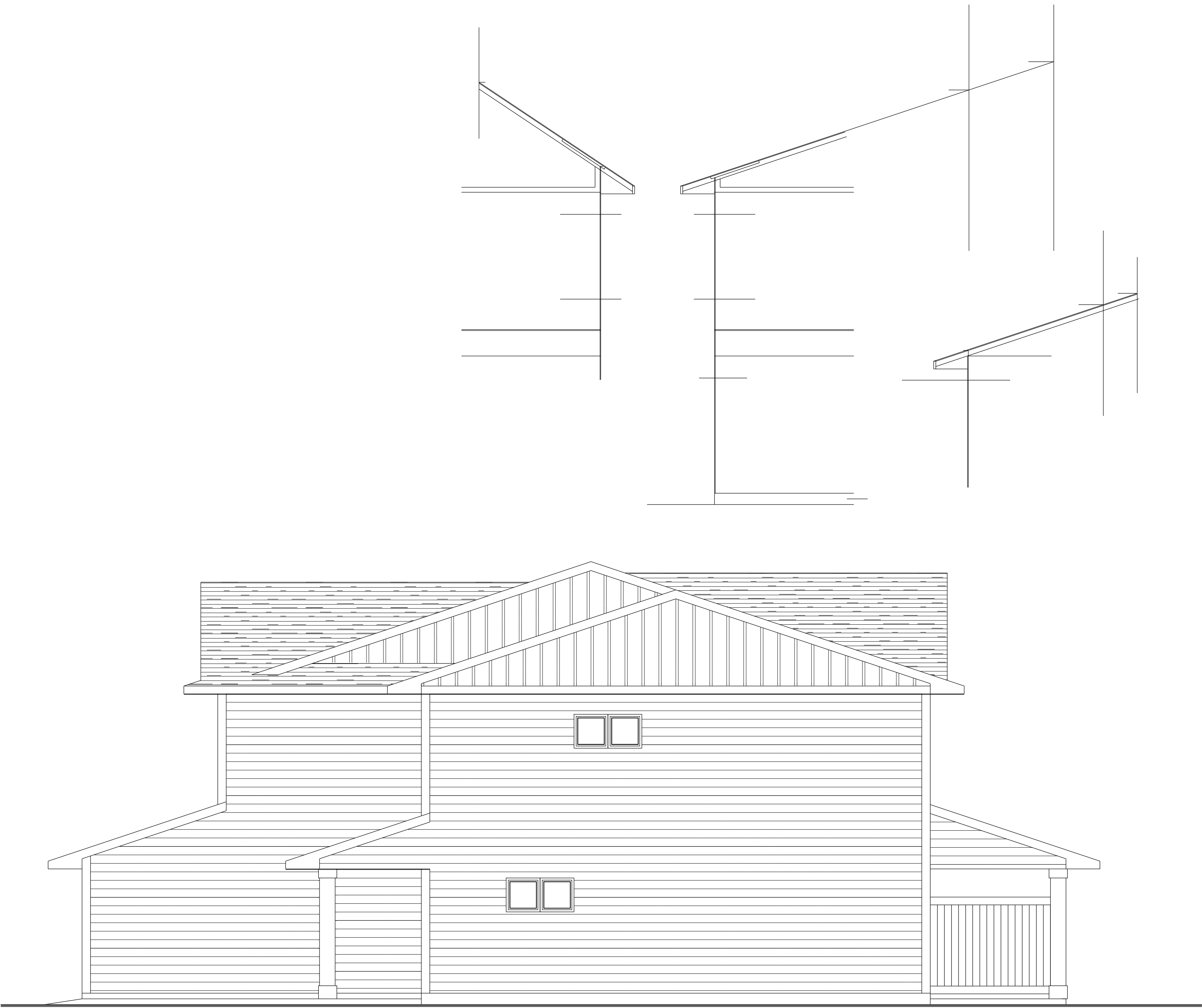
REVISED:
8/14/19
8/25/19
8/30/19

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR / HOMEOWNER MUST VERIFY GRADES, FOOTING SIZES, ELEVATIONS, ROUGH OPENINGS, HEADER AND BEAM SIZES, ALL OTHER DIMENSIONS AND SPECS, AND BE RESPONSIBLE FOR THE SAME.

DRAWN BY:
BRUCE LARSEN
DATE:
8/14/19
SCALE:
1/4" = 1'-0"

SHEET:
1a OF X

Two-Story Side Elevation



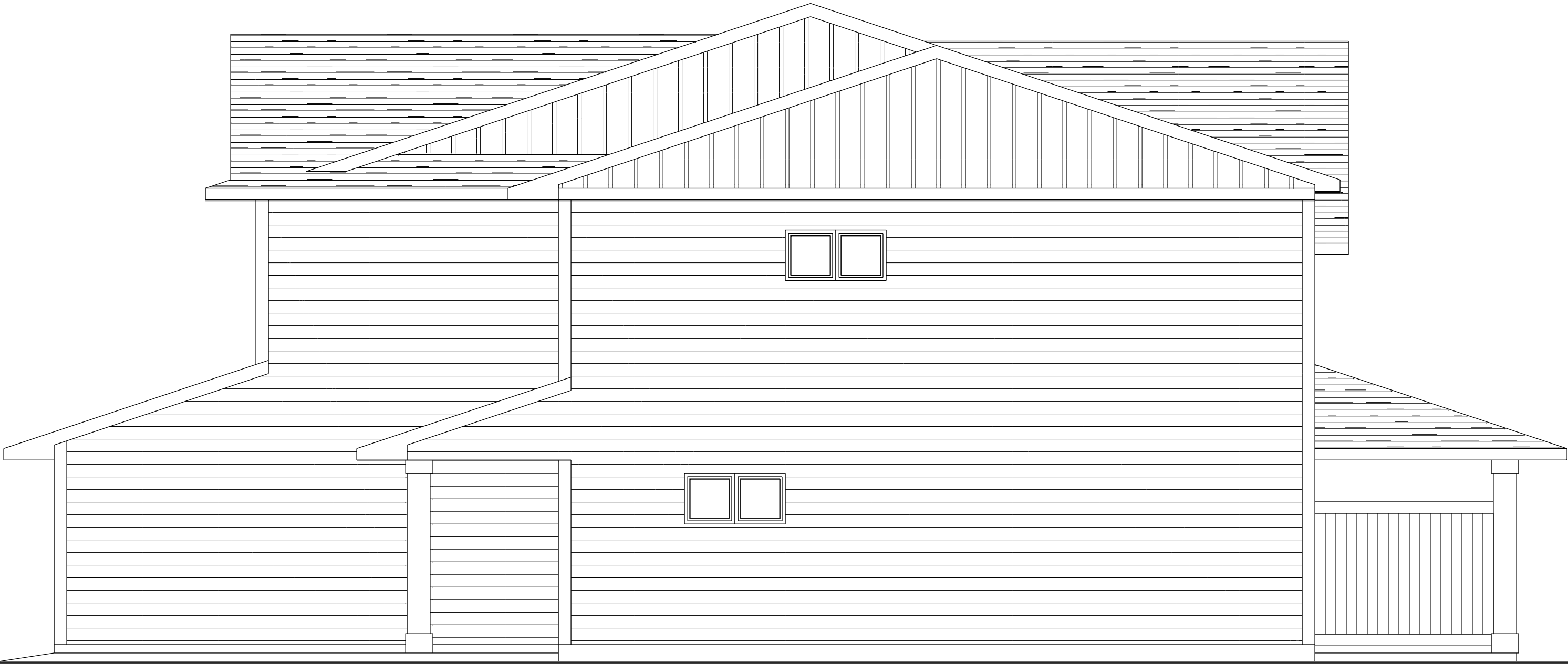
RIGHT SIDE ELEVATION A
SCALE 1/4" = 1'-0"

Two-Story Alternative B, Side and Rear Elevations



THIS SIDE 12X12 THIS SIDE 12X14

REAR ELEVATION W/ COVERED PORCHES B
SCALE 1/4" = 1'-0"



RIGHT SIDE ELEVATION B
SCALE 1/4" = 1'-0"

PRELIMINARY PLAN

2 STORY SLAB TWIN DELUX

LARSEN DESIGN & CONSTRUCTION LLC
4120 SUNFLOWER CIRCLE VADNAIS HEIGHTS MN 55127
651-351-2421 BRUCE@LARSENCONCAST.NET

DRAWN BY:
BRUCE LARSEN
DATE:
8/14/19
SCALE:
1/4" = 1'-0"

SHEET:
2b OF X

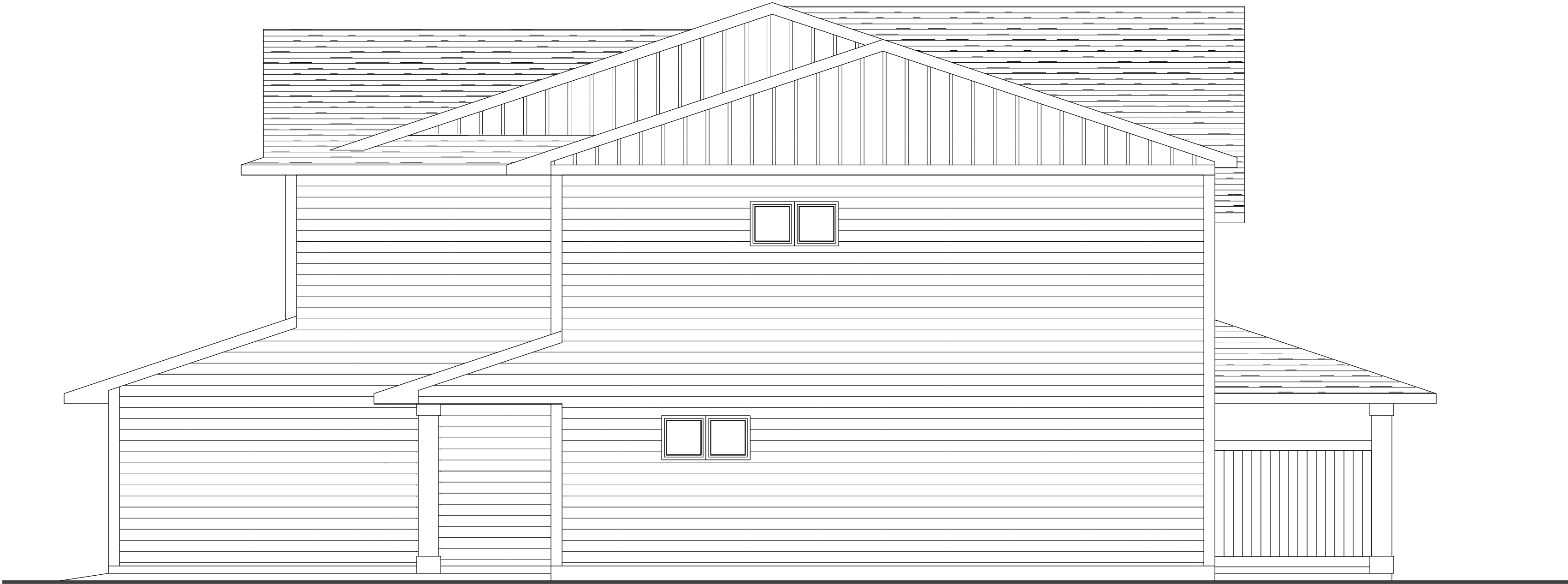
REVISED:
8/14/19
8/25/19
8/30/19

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR / HOMEOWNER MUST VERIFY GRADES, FOOTING SIZES, ELEVATIONS, ROUGH OPENINGS, HEADER AND BEAM SIZES, ALL OTHER DIMENSIONS AND SPECS, AND BE RESPONSIBLE FOR THE SAME.

Two Story Alternative C Side and Rear Elevations



REAR ELEVATION W/ COVERED PORCHES C
SCALE 1/4" = 1'-0"



RIGHT SIDE ELEVATION C
SCALE 1/4" = 1'-0"

PRELIMINARY PLAN

2 STORY SLAB TWIN DELUX

LARSEN DESIGN & CONSTRUCTION LLC
4120 SUNFLOWER CIRCLE VADNAIS HEIGHTS MN 55127
651-351-2421 BRUCE@LARSEN.COMCAST.NET

DRAWN BY:
BRUCE LARSEN
DATE:
8/14/19
SCALE:
1/4" = 1'-0"

SHEET:
30 OF X

REVISED:
8/14/19
8/25/19
8/30/19

ALTHOUGH EVERY EFFORT HAS BEEN
MADE IN PREPARING THESE PLANS AND
CHECKING THEM FOR ACCURACY, THE
CONTRACTOR / HOMEOWNER MUST VERIFY
GRADES, FOOTING SIZES, ELEVATIONS,
ROUGH OPENINGS, HEADER AND BEAM
SIZES, ALL OTHER DIMENSIONS AND SPECS,
AND BE RESPONSIBLE FOR THE SAME.

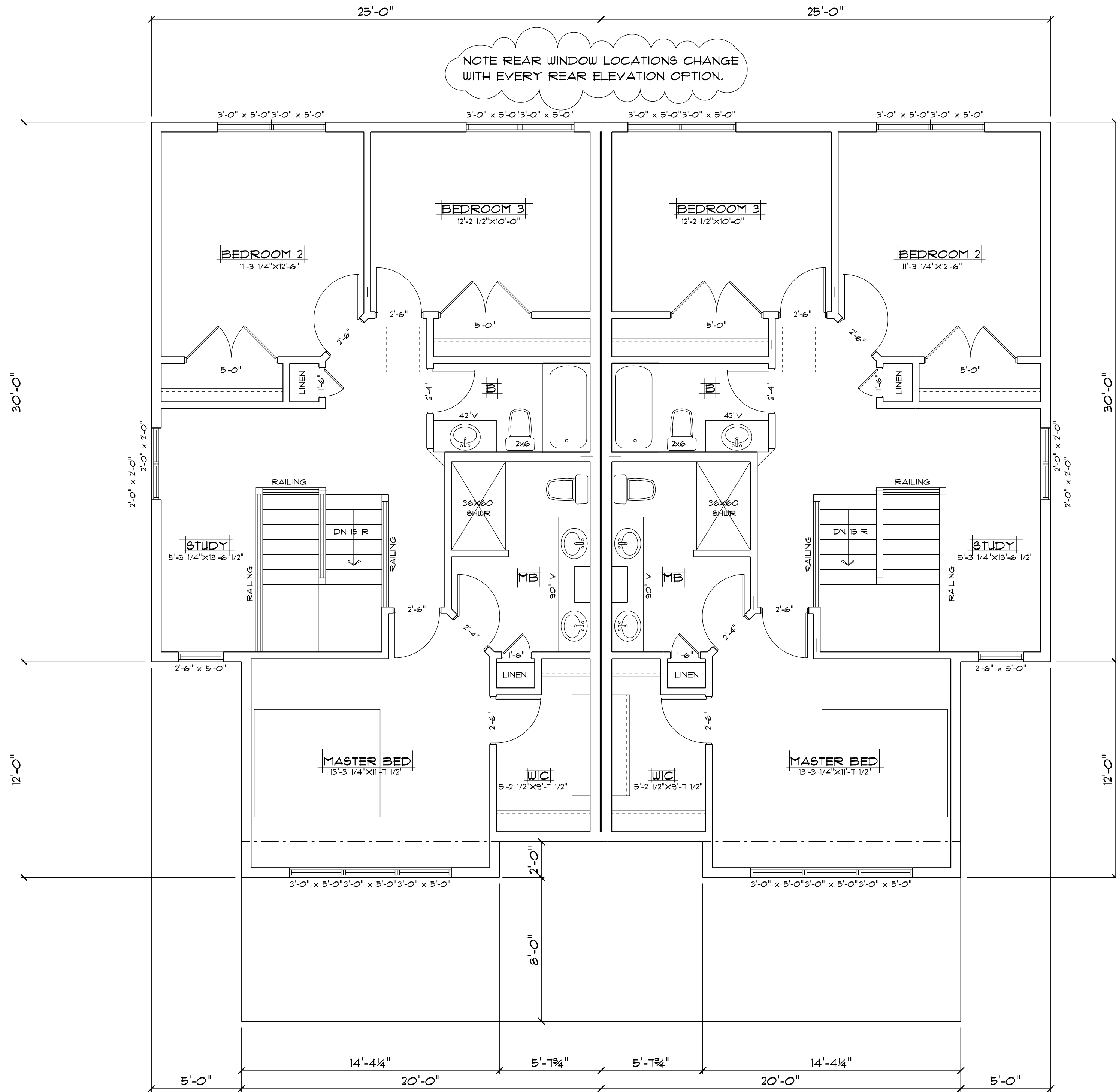


2 STORY SLAB TWIN DELUX

LARSEN DESIGN & CONSTRUCTION LLC
4120 SUNFLOWER CIRCLE VADNAIS HEIGHTS MN 55127
651-357-2421 BRUCE@LARSENDC.COM/CAST.NET

REVISED:
8/14/19
8/25/19
8/30/19

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR / HOMEOWNER MUST VERIFY GRADES, FOOTING SIZES, ELEVATIONS, ROUGH OPENINGS, HEADER AND BEAM SIZES, ALL OTHER DIMENSIONS AND SPECS, AND BE RESPONSIBLE FOR THE SAME.



NOTE REAR WINDOW LOCATIONS CHANGE WITH EVERY REAR ELEVATION OPTION.

979 SQ FT PER SIDE
SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"

PRELIMINARY PLAN

REVISED:
8/14/19
8/25/19
8/30/19

2 STORY SLAB TWIN DELUX

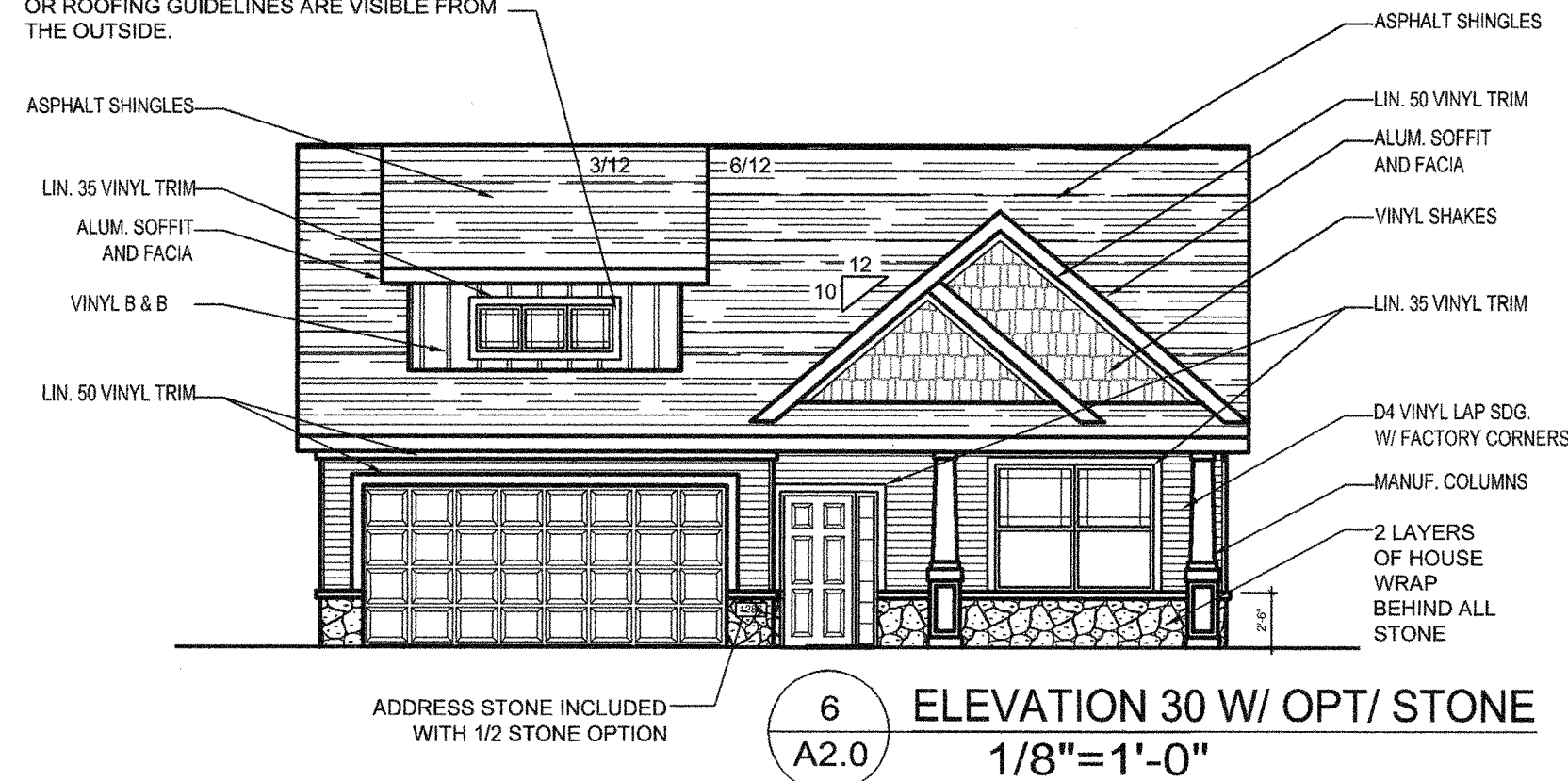
LARSEN DESIGN & CONSTRUCTION LLC
4100 SUNFLOWER CIRCLE YADINAIS HEIGHTS MN 55121
651-351-2421 BRUCE@LARSEN.COM/CAST.NET

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BRUCE LARSEN
DATE:
8/14/19
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1/4" = 1'-0"

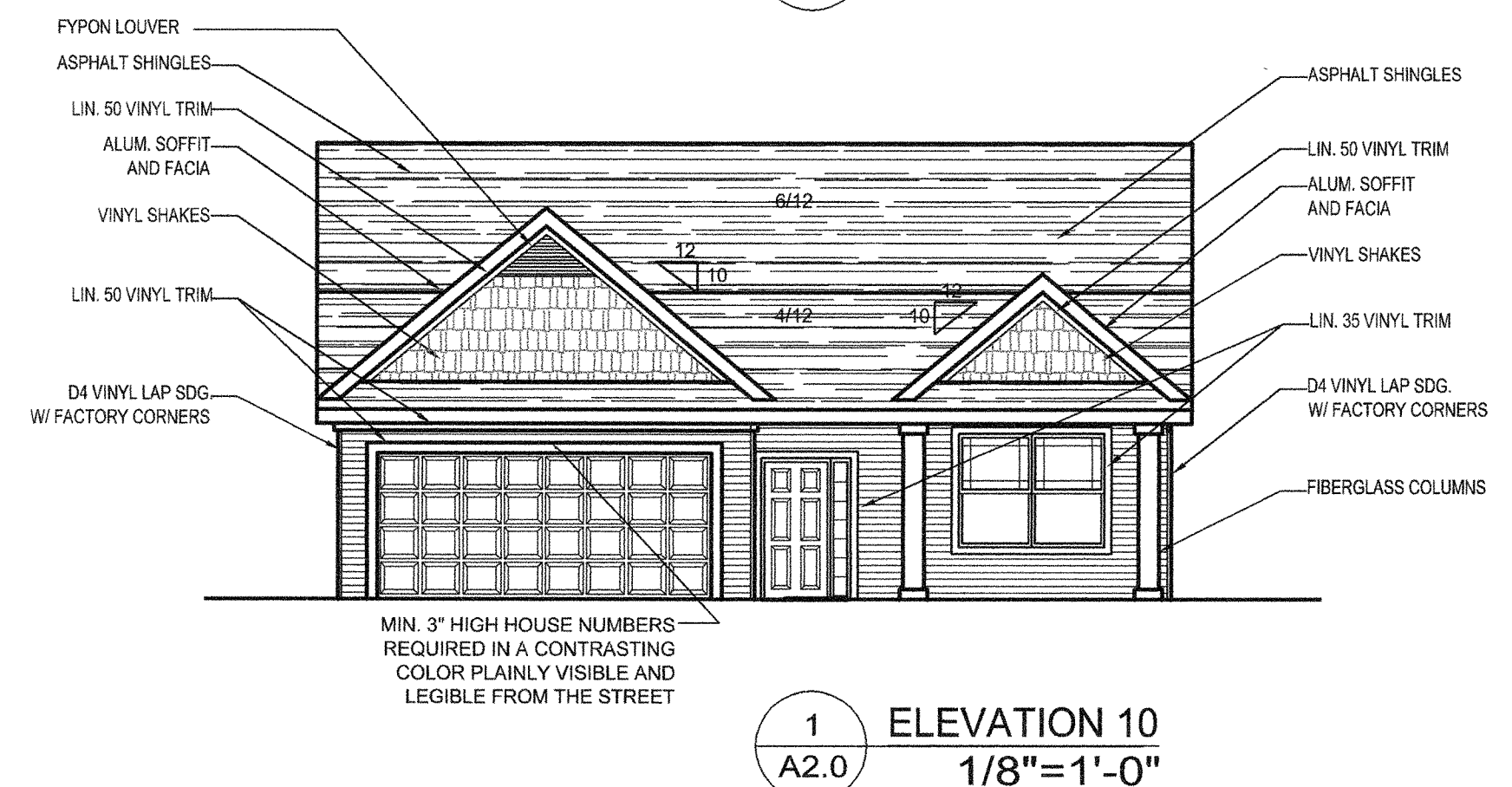
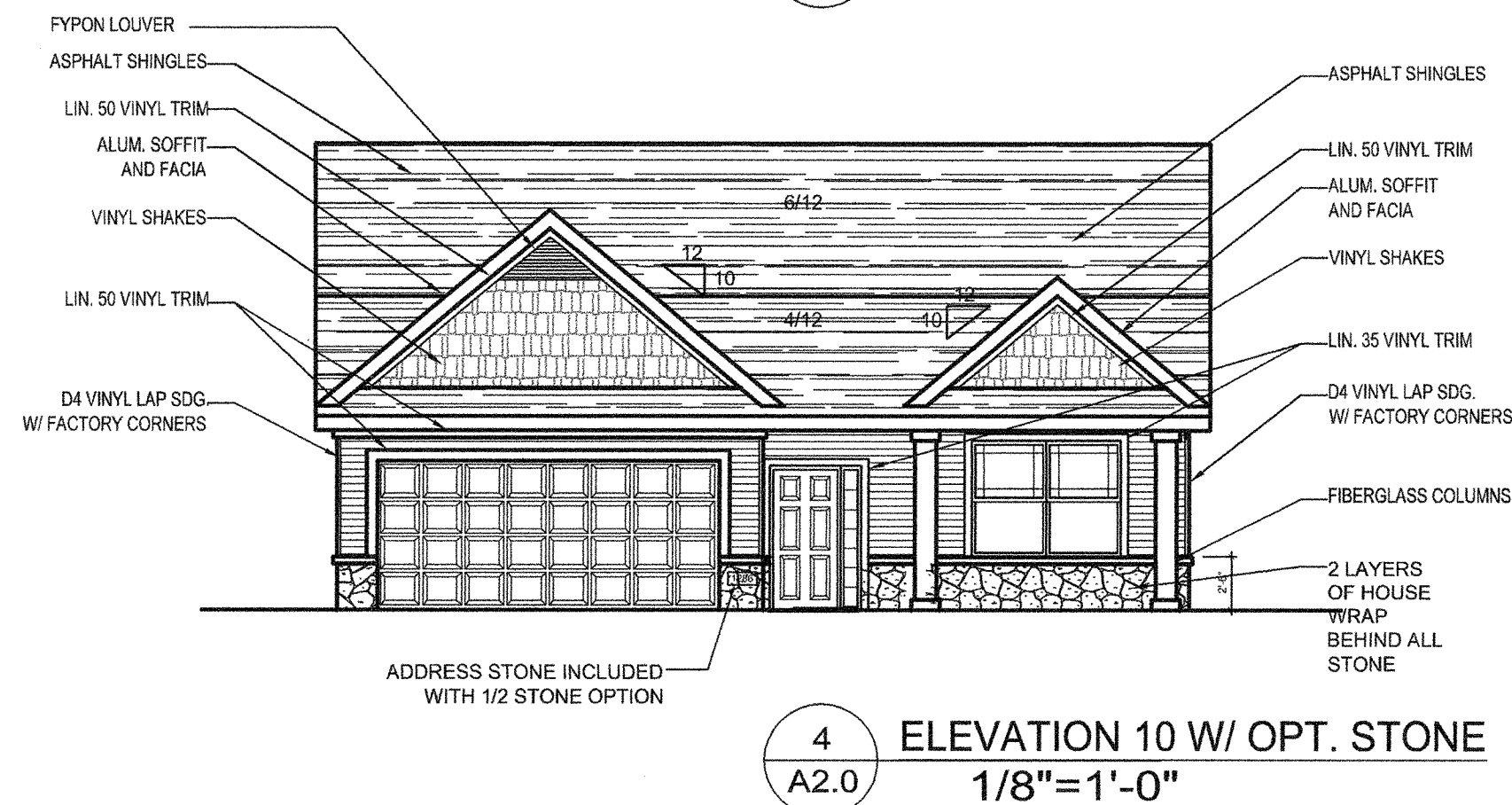
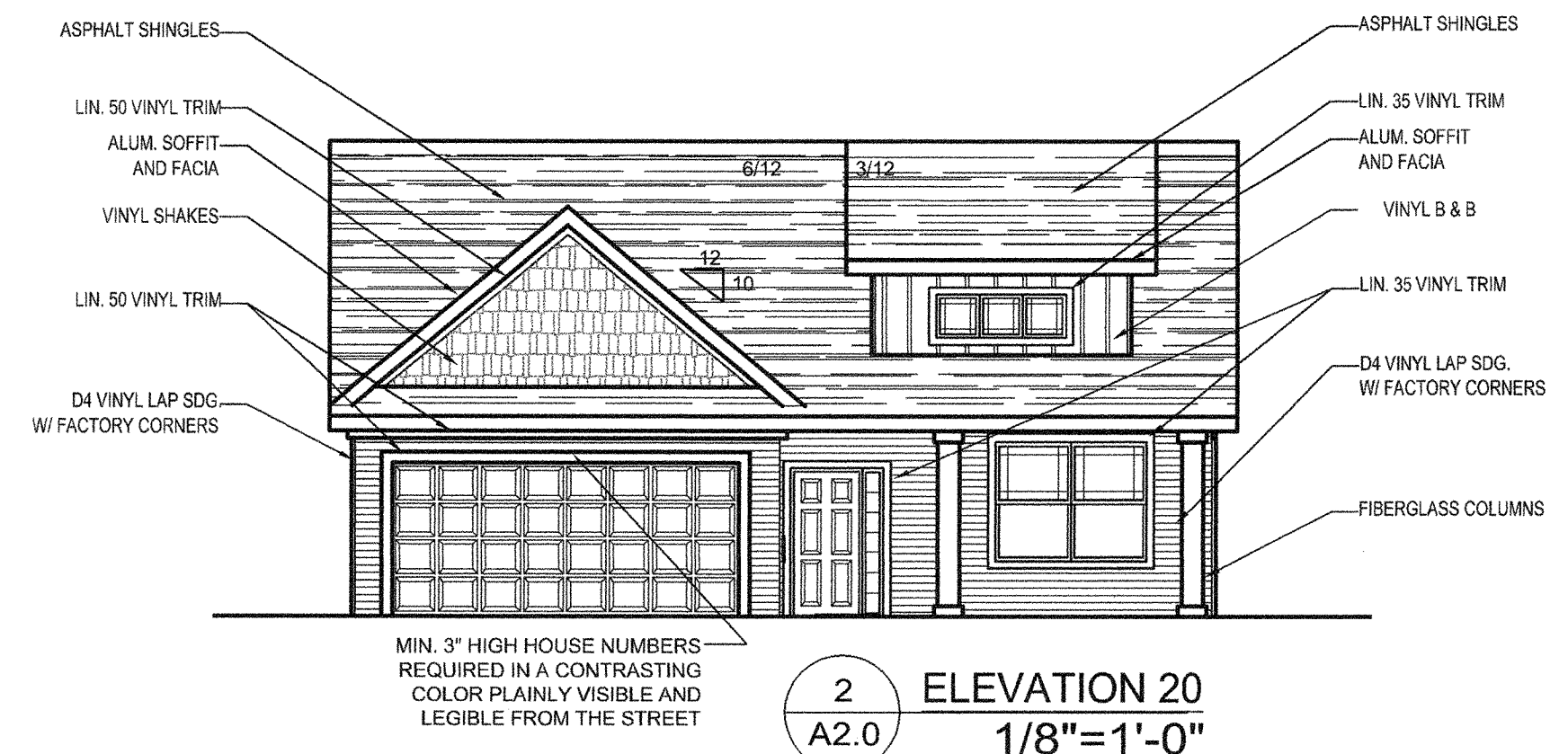
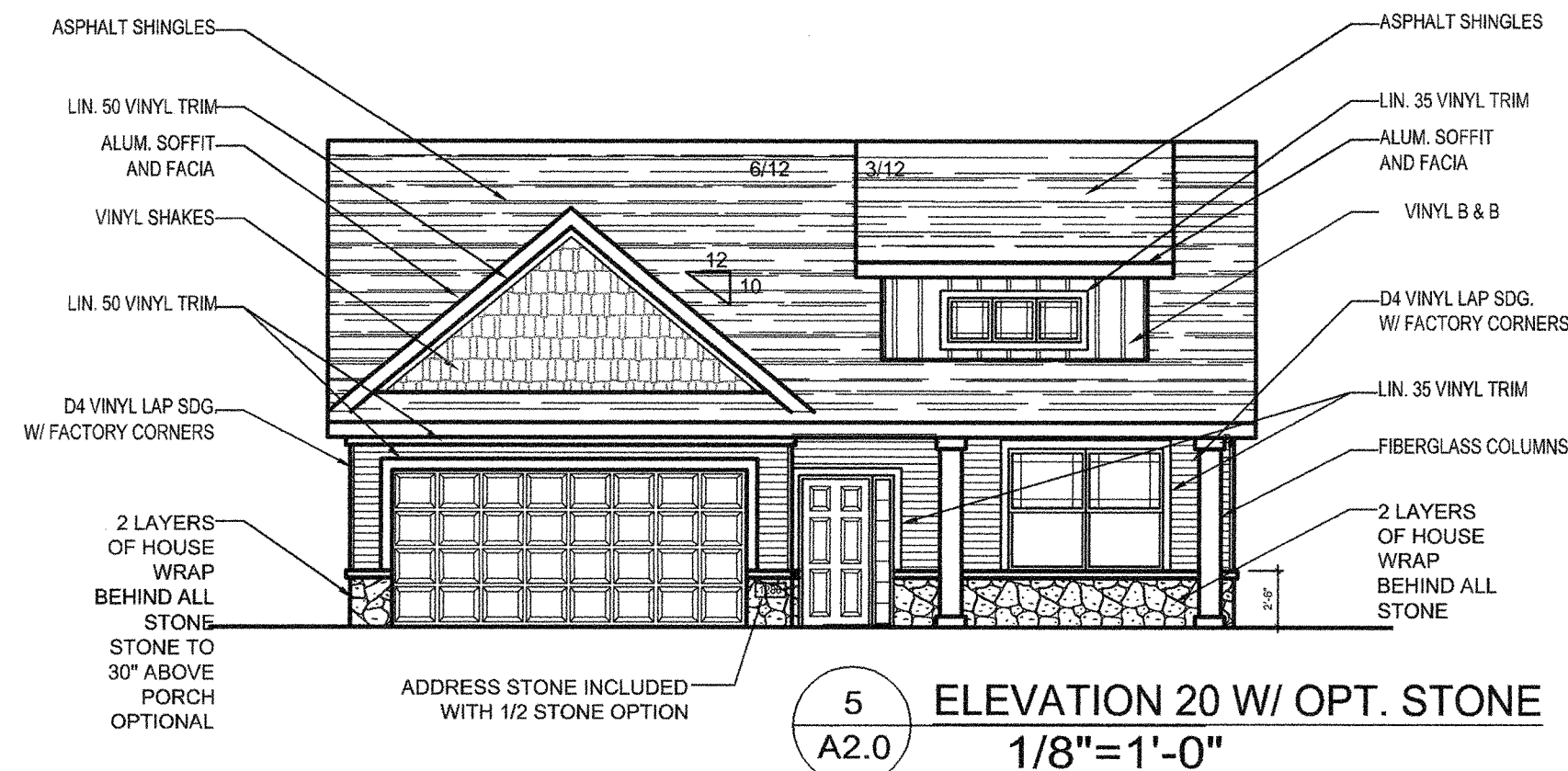
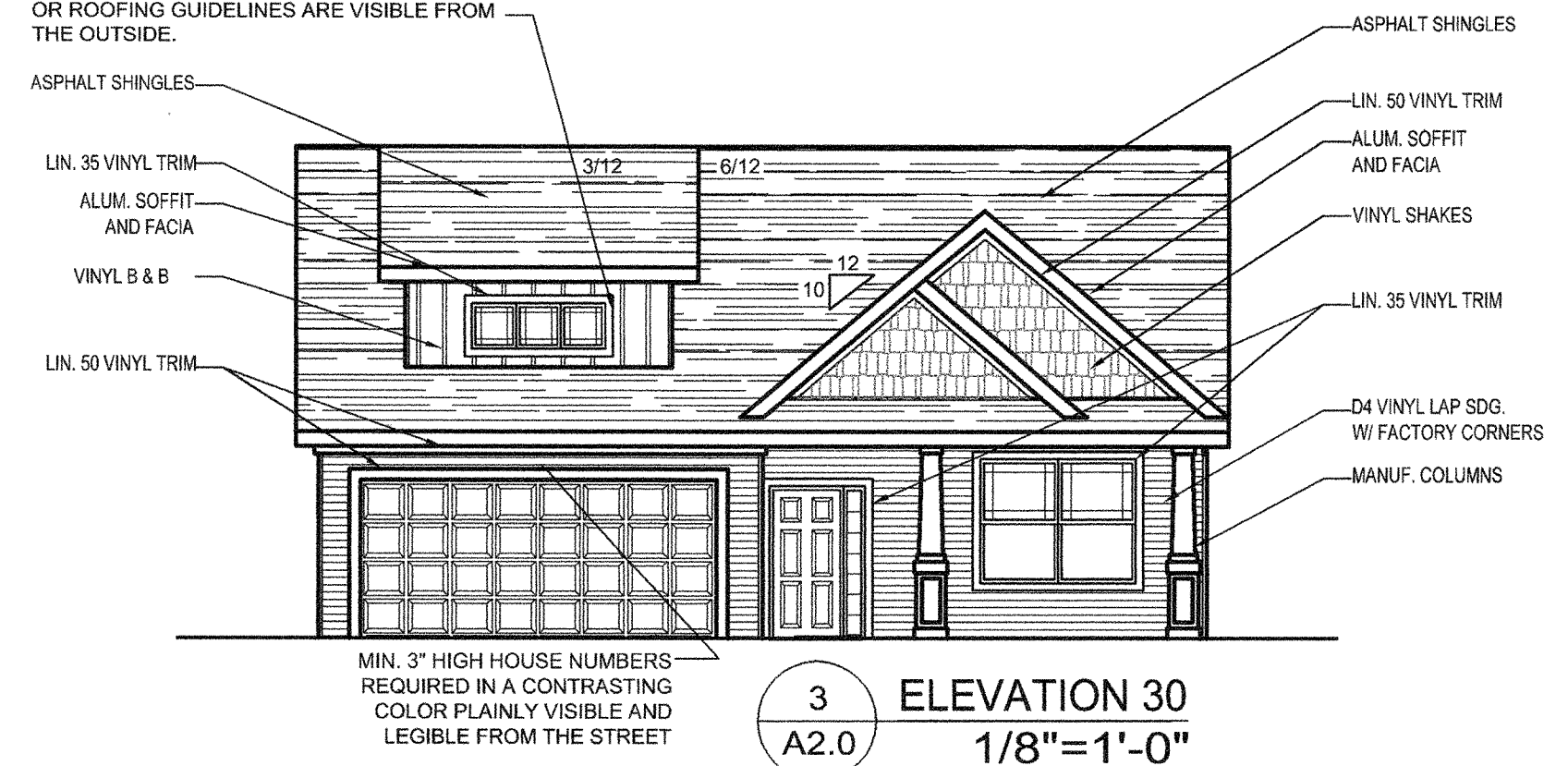
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5 OF X

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR / HOMEOWNER MUST VERIFY GRADES, FOOTING SIZES, ELEVATIONS, ROUGH OPENINGS, HEADER AND BEAM SIZES, ALL OTHER DIMENSIONS AND SPECS. AND BE RESPONSIBLE FOR THE SAME.

TYPICAL NOTE: VFL3-2020
6'-0x2'-0 1/2" R.O.
INSTALL PLYWOOD WITH FELT PAPER
OVERLAY TO BACK SIDE OF DORMER
WINDOW. MAKE SURE NO SEAMS, STAPLES
OR ROOFING GUIDELINES ARE VISIBLE FROM
THE OUTSIDE.



TYPICAL NOTE: VFL3-2020
6'-0x2'-0 1/2" R.O.
INSTALL PLYWOOD WITH FELT PAPER
OVERLAY TO BACK SIDE OF DORMER
WINDOW. MAKE SURE NO SEAMS, STAPLES
OR ROOFING GUIDELINES ARE VISIBLE FROM
THE OUTSIDE.



PLANS ACCEPTED:	AS IS	DRAWN BY:	SLS	DATE	11/10/06
	WITH NOTED CHANGES	DRAWN BY:	SLS	REVISION A	01/29/07
CUSTOMER SIGNATURE :		DRAWN BY:	SLS	REVISION B	02/07/07
		DRAWN BY:		REVISION C	
		DRAWN BY:		REVISION D	
		DRAWN BY:		REVISION E	

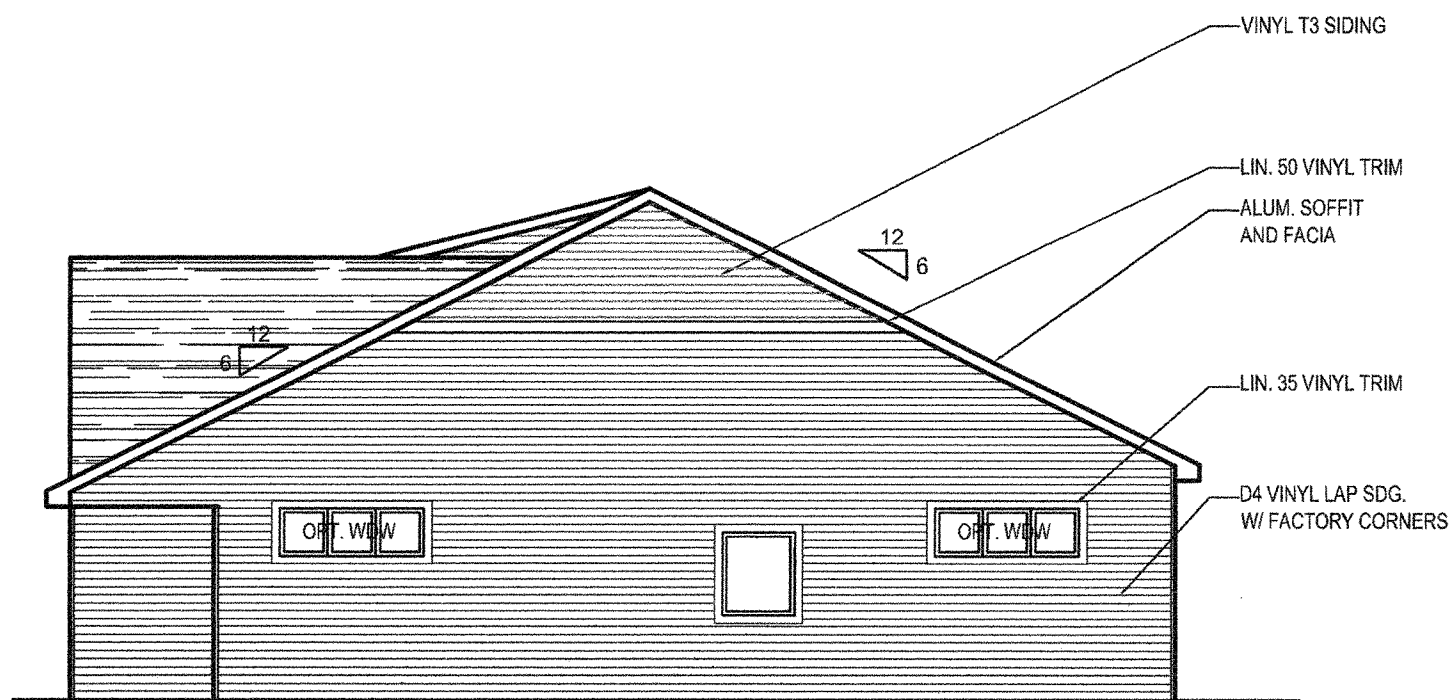
FINISHED TOTAL SQ. FT. 1286 SQ. FT.

Bruggeman HOMES
Where Style Comes to Life

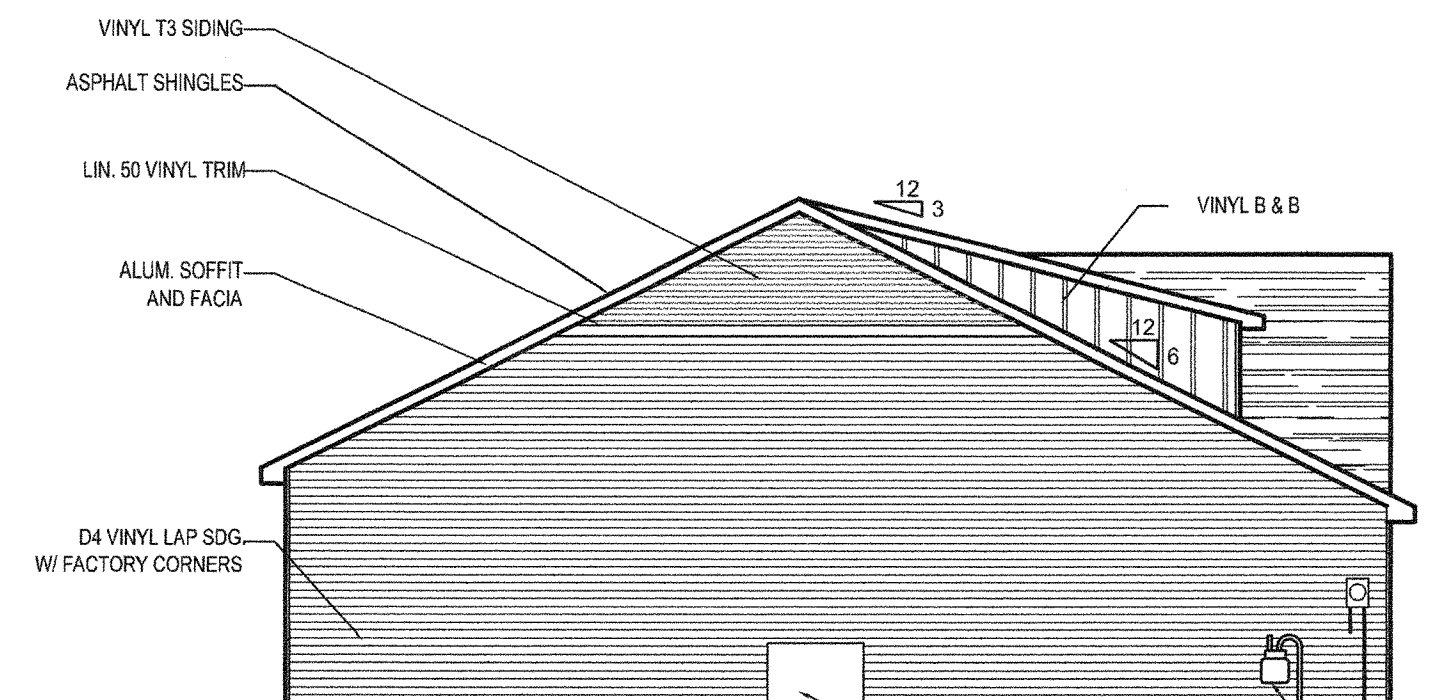
PARKSIDE AT ANDOVER STATION
THE AFTON 1400611
© COPYRIGHT 2006 BRUGGEMAN HOMES

A2.0

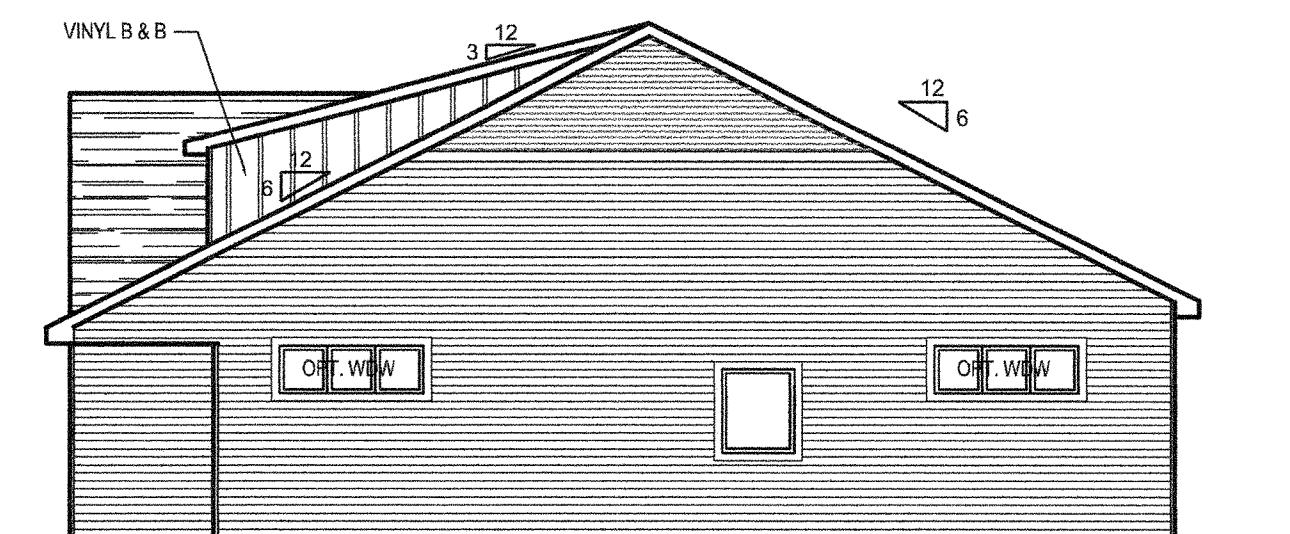
FRONT ELEVATIONS



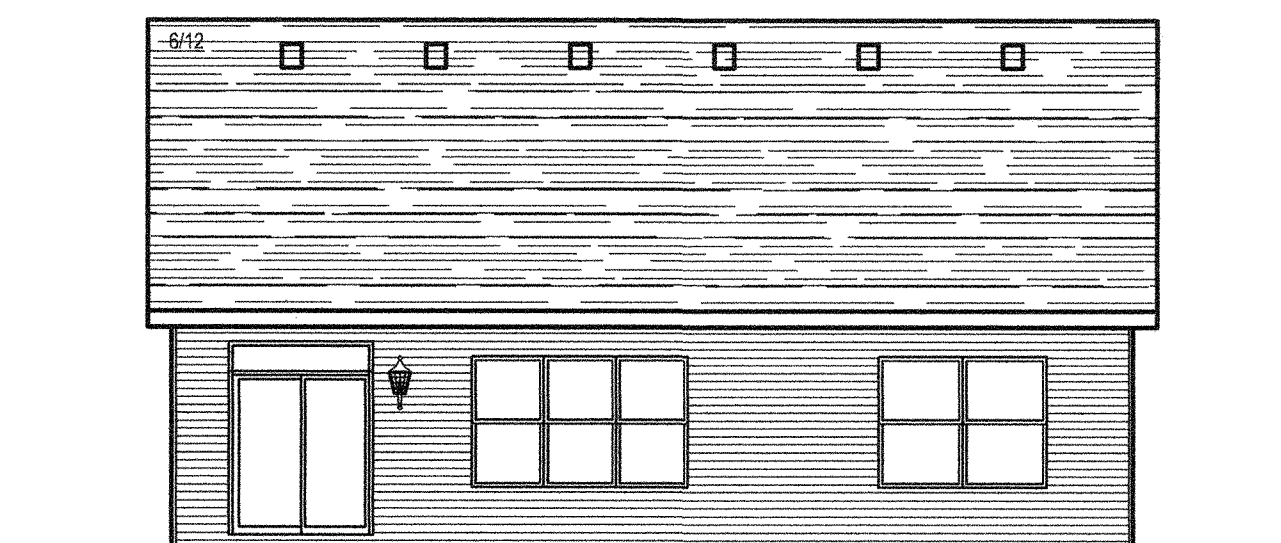
ELEVATION 30



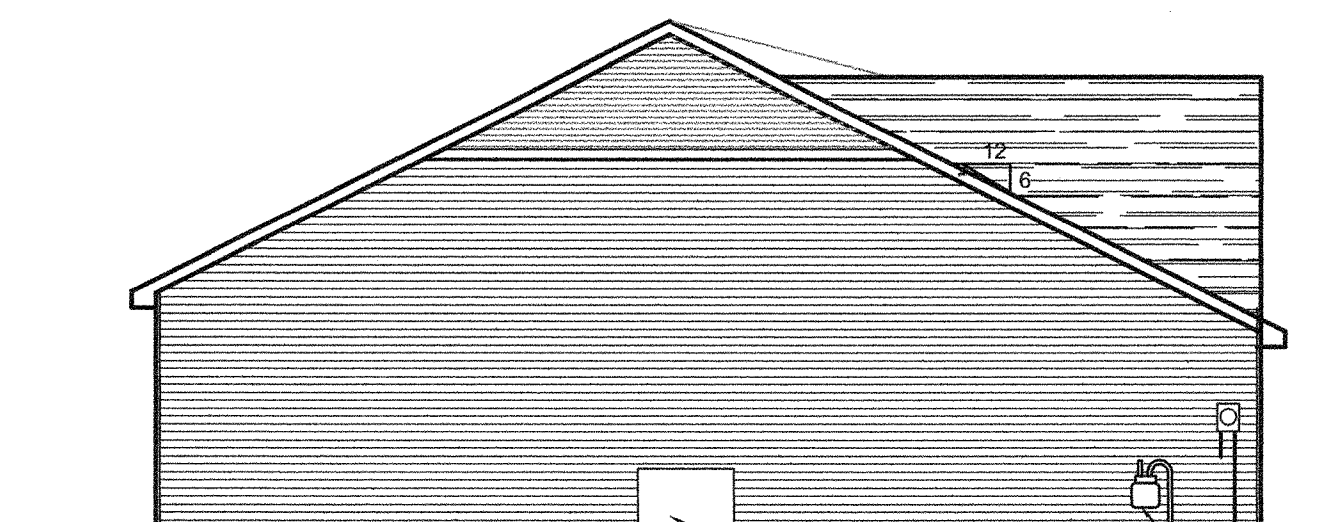
ELEVATION 30



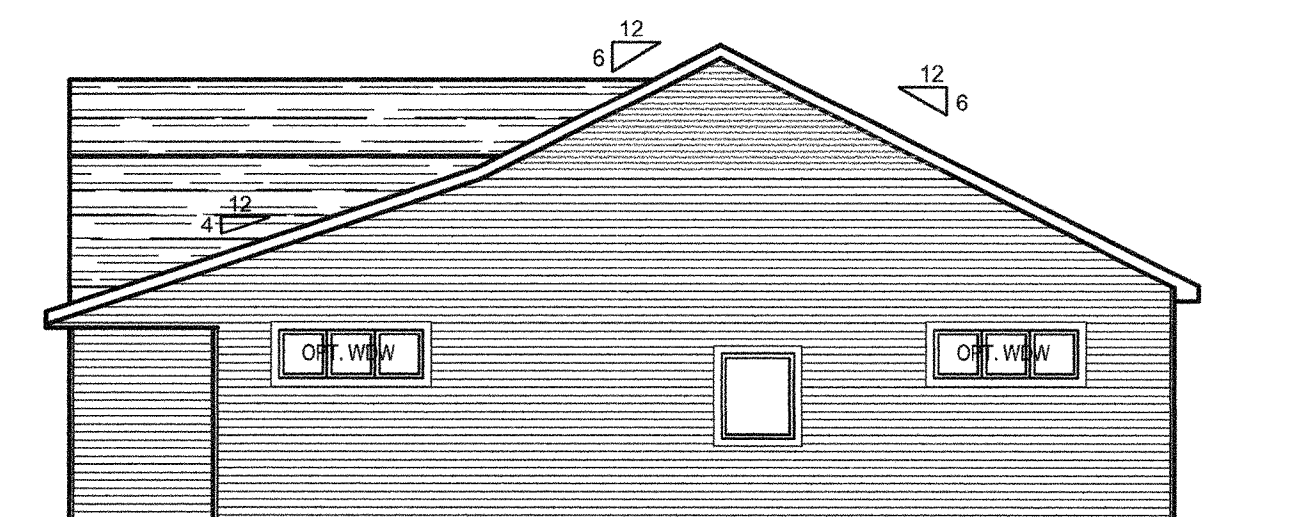
ELEVATION 20



2 REAR ELEVATION
A2.1 3/32"=1'-0"

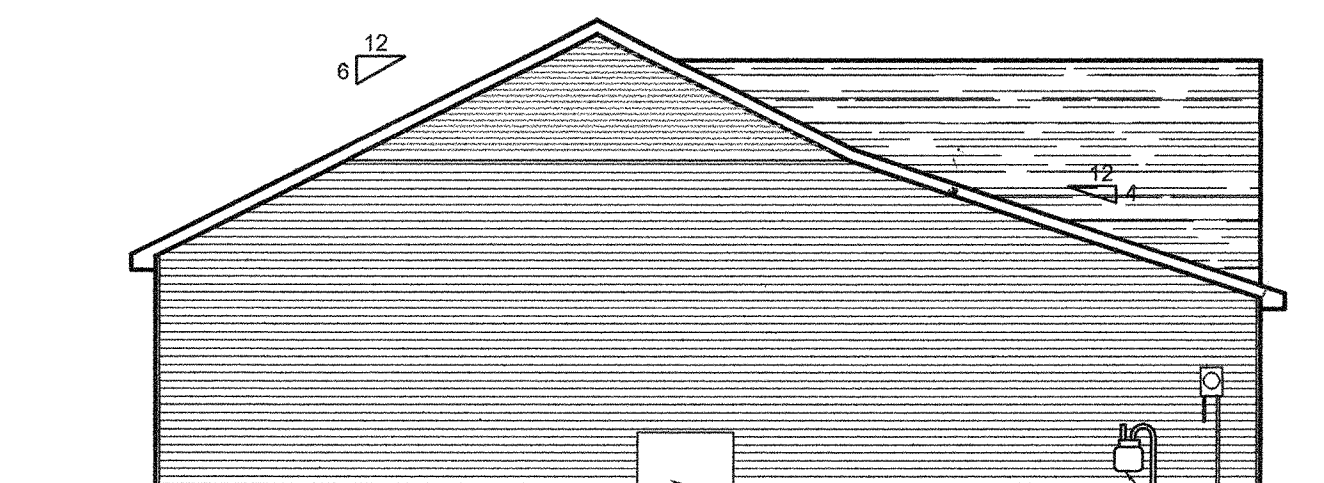


ELEVATION 20



ELEVATION 10

1 RIGHT SIDE ELEVATION
A2.1 3/32"=1'-0"



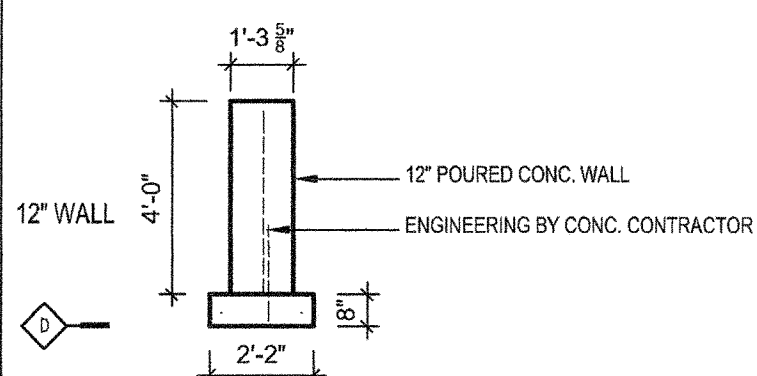
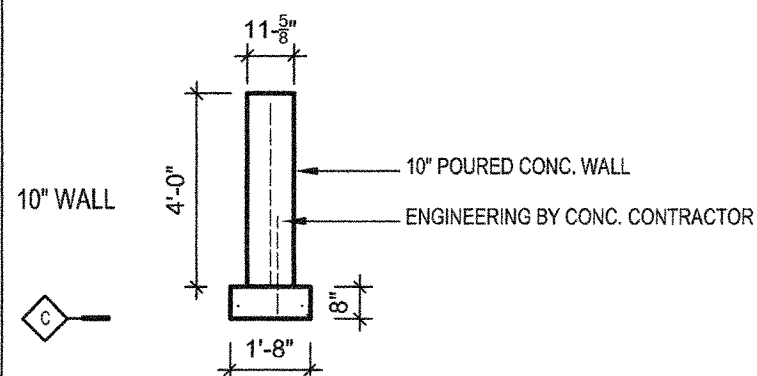
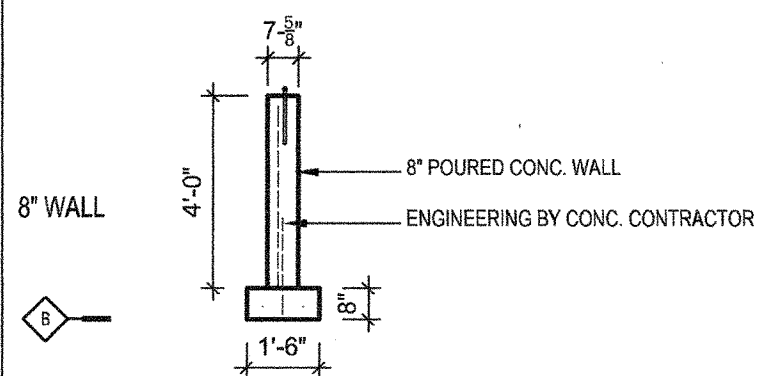
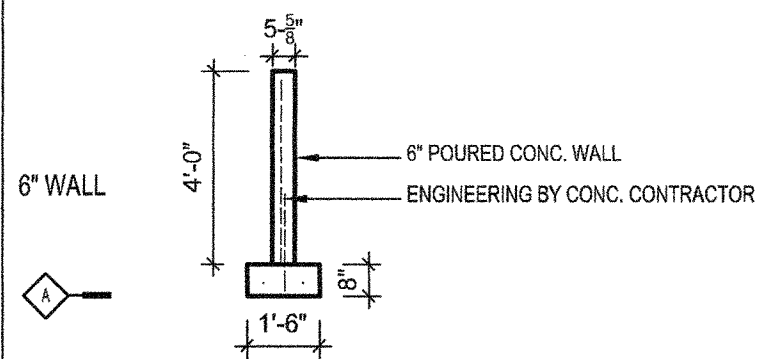
ELEVATION 10

3 LEFT SIDE ELEVATION
A2.1 3/32"=1'-0"

PLANS ACCEPTED:	AS IS	DRAWN BY: SLS	DATE 11/10/06		PARKSIDE AT ANDOVER STATION THE AFTON 1400611
	WITH NOTED CHANGES	DRAWN BY: SLS	REVISION A 01/29/07		
CUSTOMER SIGNATURE :		DRAWN BY: SLS	REVISION B 02/07/07		A2.1
		DRAWN BY:	REVISION C		
		DRAWN BY:	REVISION D		
		DRAWN BY:	REVISION E		
				Where Style Comes to Life	EXTERIOR ELEVATIONS

TYPICAL FOUNDATION WALL TYPES:

NOTE:
SEE LEDGE TYPE KEY
FOR TYPICAL LEDGE CONDITIONS
-S.O.G. TYPICAL WALL HEIGHT = 4'-0"



LEDGE TYPE KEY:

$\frac{3}{4}$ " x $9\frac{1}{4}$ " LEDGE

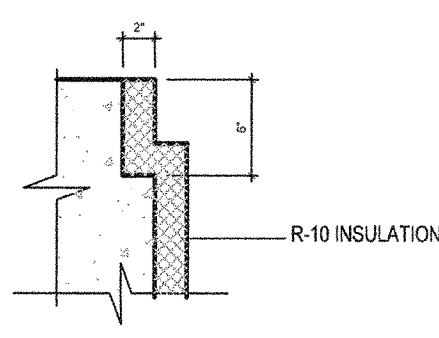
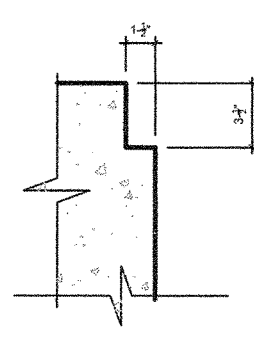
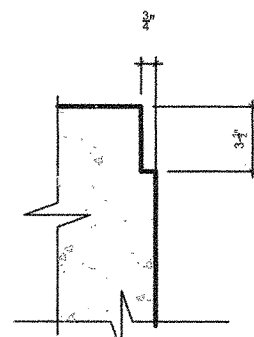
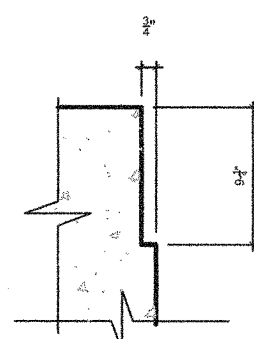
$\frac{3}{4}$ " x $3\frac{1}{2}$ " LEDGE

$1\frac{1}{2}$ " LEDGE

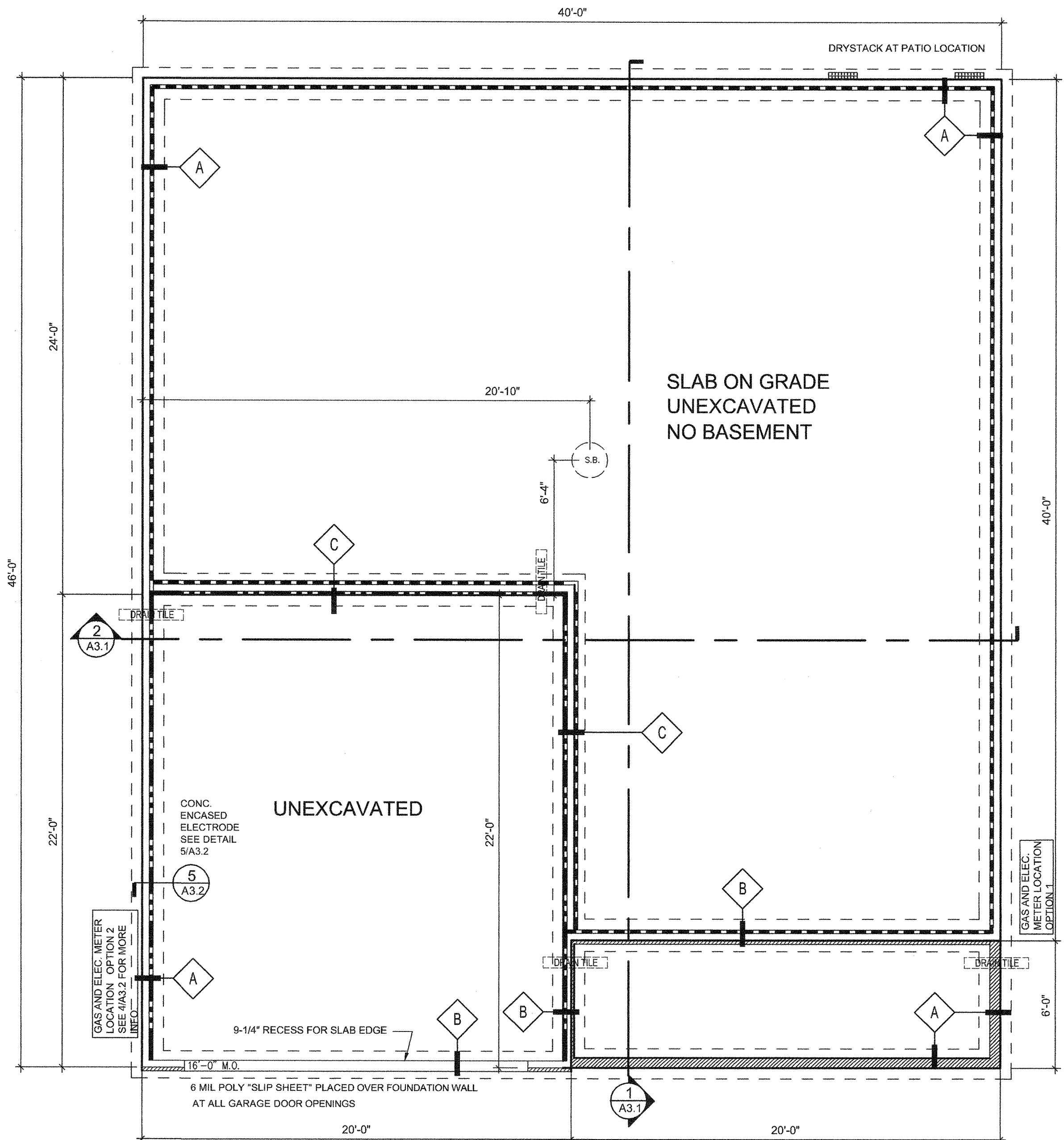
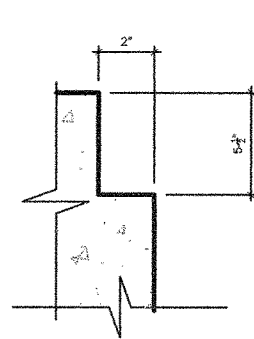
2" LEDGE

BRICK LEDGE

TYPICAL LEDGE TYPES (N.T.S.)

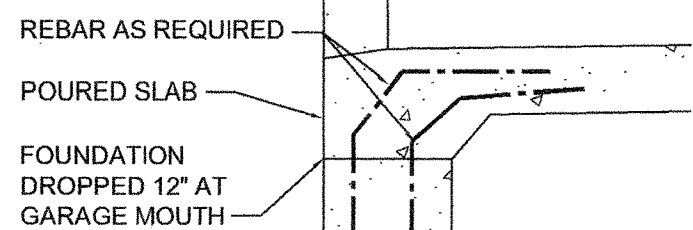


TYPICAL BRICK LEDGE (N.T.S.)



1 FOUNDATION PLAN
A1.0 1/4"=1'-0"

GARAGE WALL

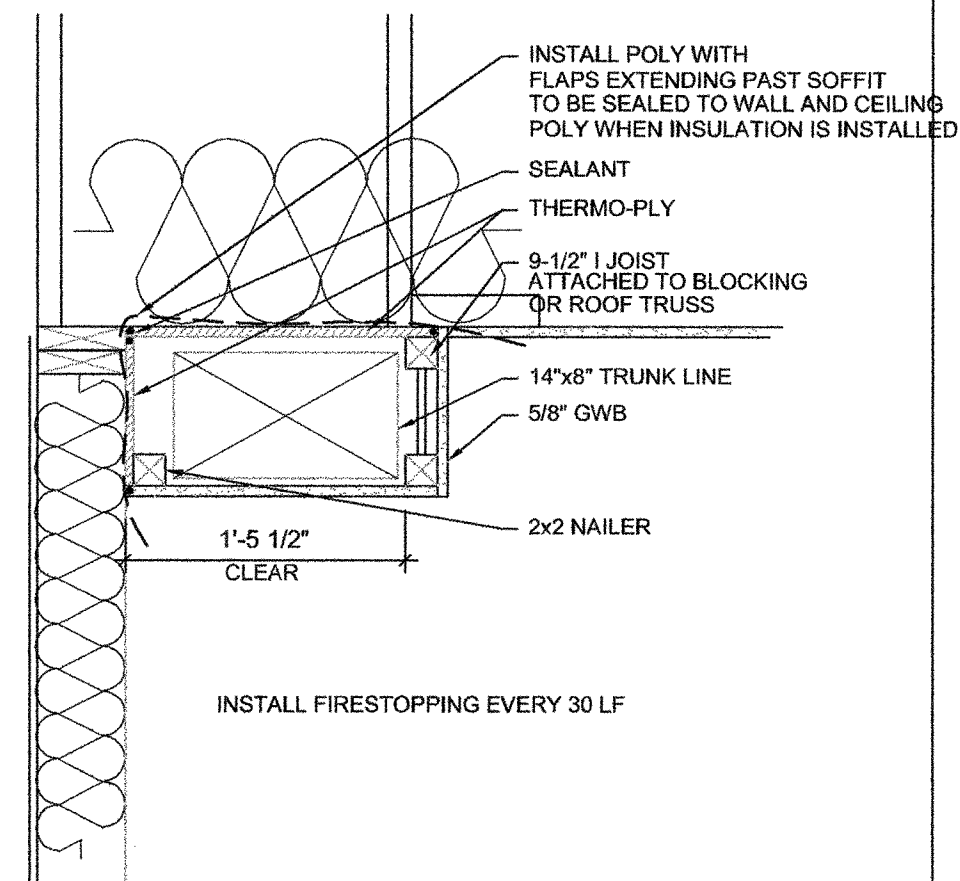


2 TYP. GARAGE MOUTH DETAIL
A1.0 SCALE: 1"=1'-0"

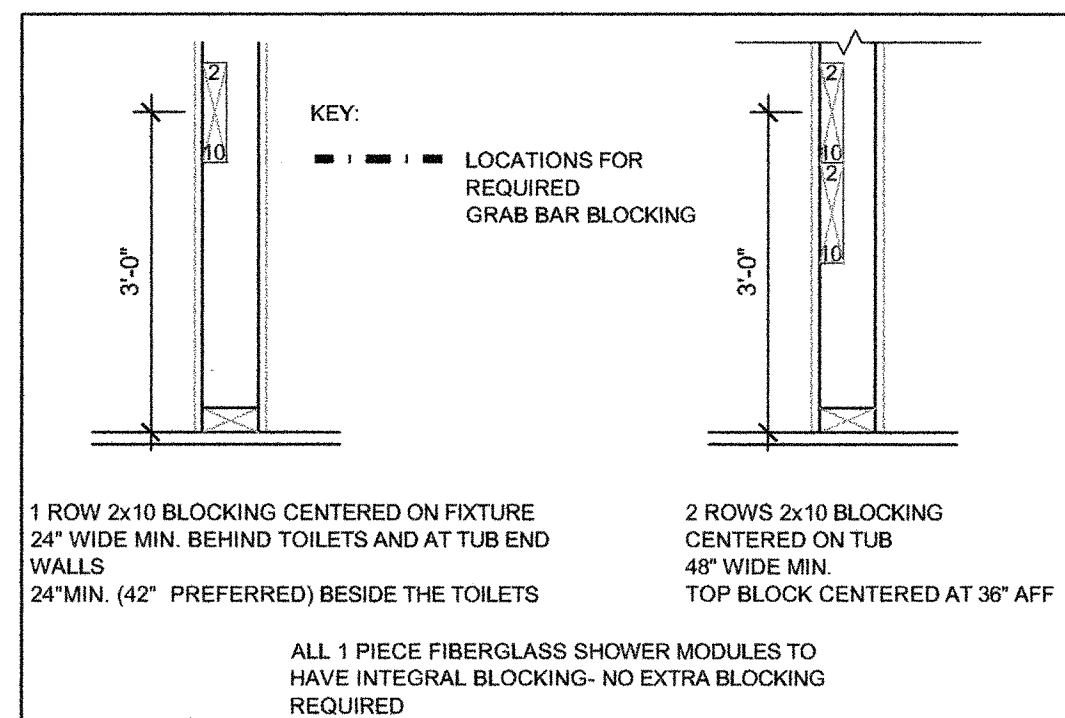
PLANS ACCEPTED:	AS IS	DRAWN BY: SLS	DATE 11/10/06
	WITH NOTED CHANGES	DRAWN BY: SLS	REVISION A 01/29/07
CUSTOMER SIGNATURE :		DRAWN BY: SLS	REVISION B 02/07/07
		DRAWN BY:	REVISION C
		DRAWN BY:	REVISION D
		DRAWN BY:	REVISION E

Bruggeman
HOMES
Where Style Comes to Life

PARKSIDE AT ANDOVER STATION THE AFTON 1400611	
SLAB ON GRADE FOUNDATION PLAN	A1.0

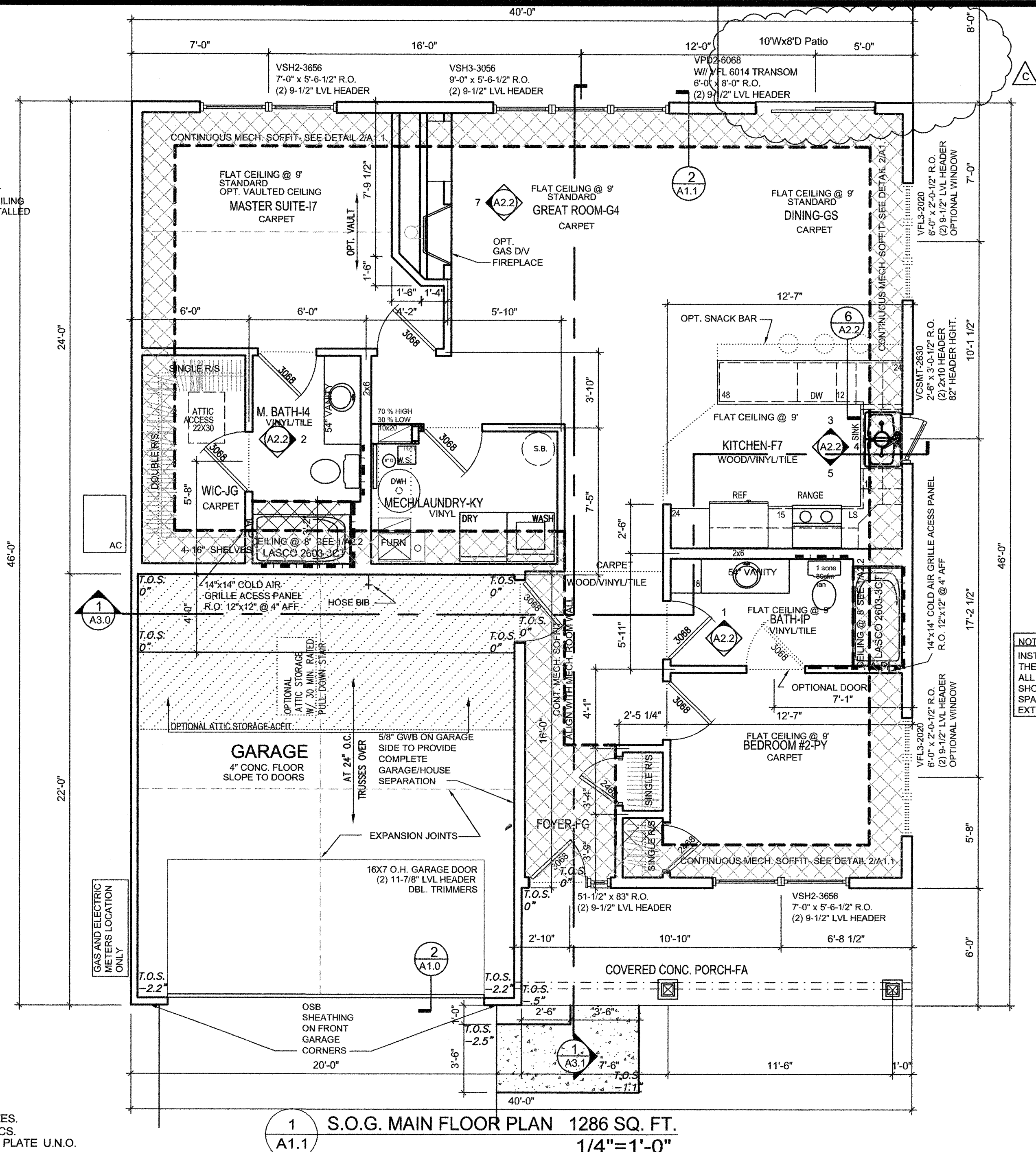


2 MECH. SOFFIT DETAIL
1"=1'-0"



NOTE:
ALL INTERIOR WALLS
TO BE FRAMED AT 19.2" O.C.

NOTE:
9'-1-1/8" PLATE HEIGHT FIRST FLOOR
TRUSS MFG. TO VERIFY ALL HEADER SIZES.
WINDOW TO BE HAYFIELD VINYL CLASSICS.
HOLD WINDOW HEADERS TIGHT TO TOP PLATE U.N.O.



NOTE:
INSTALL POLY AND
THERMO PLY BEHIND
ALL BATHTUBS,
SHOWERS AND DEAD
SPACES ON
EXTERIOR WALLS

PLANS ACCEPTED:		AS IS	DRAWN BY: SLS	DATE 11/10/06	Bruggeman HOMES Where Style Comes to Life	FINISHED TOTAL SQ. FT. 1286 SQ. FT.	
		WITH NOTED CHANGES	DRAWN BY: SLS	REVISION A 01/29/07		PARKSIDE AT ANDOVER STATION THE AFTON 1400611	
CUSTOMER SIGNATURE :			DRAWN BY: SLS	REVISION B 02/07/07		SLAB ON GRADE A1.1	
			DRAWN BY: SLS	REVISION C 05/02/07			
			DRAWN BY:	REVISION D			
			DRAWN BY:	REVISION E		FIRST FLOOR PLAN	

Agenda Information Memorandum
North St. Paul City Council
August 18, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Approving A Contract For Private Development, and Providing The Form, Terms, Covenants And Directions For The Issuance Of A Tax Increment Revenue Note To Anchor View, LLC.

To: Honorable Mayor and City Council

Background/Facts:

The City Council is being asked to approve a Contract for Private Development (“Contract”) for the sale and development of Lot 1, Block 2, Anchor Block Commons (“Property”) to Anchor View, LLC (“Developer”), which includes tax increment financing for the project. A Resolution approving the Contract and the issuance of a Tax Increment Revenue Note is attached to this Memorandum.

The City acquired the property as part of the acquisition of the Anchor Block site from Anchor Crossings, LLC, (“Contract Vendor”) under a Contract for Deed in 2019 (“Contract for Deed”). Thereafter, the City corrected soils for the Anchor Block site, platted the property as Anchor Block Commons and installed public improvements, including streets and utilities. The Property is located within Development District No. 4 and Tax Increment Financing (Housing) District No. 4-10.

To further the objectives of the Development Plan for Development District No. 4, the Contract proposes to convey the Property to the Developer under the terms of the Contract at a purchase price of \$1.28 million dollars. The Contract requires the Developer to construct Minimum Improvements consisting of a multifamily rental housing facility with approximately 128 rental units and other required and accessory site improvements consistent with Construction Plans to be approved by the City no later than 18 months following closing of the Contract and sale of the property.

Pursuant to the requirements for a Housing District under the TIF Act, Developer is required to cause at least 20% of the rental housing units to be available to families at or below 50% of the area median income and to record Declarations against the Property that include a covenant to that effect together, with appropriate reporting requirements to the City to determine compliance with the Declarations.

The Contract also requires the Developer to enter into a Minimum Assessment Agreement establishing a Minimum Market Value for the Property of \$5,600,000.00 on January 2, 2021 and \$22,400,000 for each year thereafter over the term of the TIF District, to provide additional assurance that the City will recoup the debt it funded for the costs in acquiring and preparing the Property for future development.

In addition, the Developer will finance the development using tax increment financing for certain qualifying costs of development of the Minimum Improvements on the Property. The Developer will

receive 47.5% of the Available Tax Increment generated from the project and the City will receive 52.5% of the Available

Tax Increment to reimburse the City for city costs used to prepare the property for development. Once the Developer has provided evidence of payment of the qualifying costs to the City, the City will issue to the Developer the Tax Revenue Note included as Schedule B to the Contract for the qualifying expenditures up to the amount of \$2.4 million.

At closing on the Contract, the City will use the proceeds from the sale to pay the Contract Vendor under the Contract for Deed for the City's acquisition of the Property.

Recommendation:

Staff recommends approval of Resolution No. 20-__ Approving a Contract for Private Development and Providing the Form, Terms, Covenants and Directions for the Issuance of Tax Increment Revenue Note to Anchor View, LLC.

Attachments:

Resolution

Contract for Private Development

Respectfully submitted,

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-__

**RESOLUTION APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT,
AND PROVIDING THE FORM, TERMS, COVENANTS AND DIRECTIONS
FOR THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE TO
ANCHOR VIEW, LLC.**

BE IT RESOLVED BY the City Council (“Council”) of the City of North St. Paul, Minnesota (the “City”), as follows:

Section 1. Background; Authorization; Award of Sale.

1.01. Background; Authorization. (a) The City has approved the establishment of its Tax Increment Financing District No. 4-10 (the “TIF District”) within Development District No. 4 (“Project”), and has adopted a tax increment financing plan (the “TIF Plan”) for the purpose of financing certain improvements within the Project; and

(b) Pursuant to Minnesota Statutes, Section 469.178, the City is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the TIF District. The City hereby finds and determines that it is in the best interests of the City that it issue and sell its Tax Increment Revenue Note (the “Note”) for the purpose of financing certain qualified development costs of the Project, pursuant to the terms of this Resolution.

1.02. Agreement Approved; Issuance, Sale and Terms of Note. (a) The City hereby approves the Contract for Private Development (“Agreement”) between the City and Anchor View, LLC (the “Owner”), and authorizes the Mayor and City Manager to execute such Agreement in substantially the form attached hereto, subject to modifications that do not alter the substance of the transaction and are approved by such official, provided that execution of the Agreement by such officials is conclusive evidence of their approval. The City staff, Mayor and City Manager are hereby authorized to take all actions necessary to perform the City’s obligations under the Agreement as a whole, including without limitation execution of any documents to which the City is a party referenced in or attached to the agreement, all as described in the Agreement.

(b) The City hereby authorizes the Mayor and City Manager to issue the Note, in accordance with the Agreement. All capitalized terms in this resolution have the meaning provided in the Agreement unless the context requires otherwise.

(c) The Note shall be issued in the maximum aggregate principal amount of \$2,400,000.00 to the Developer in consideration of certain eligible costs incurred by the Developer under the Agreement and shall be dated the date of delivery thereof. The Note will be issued in the principal amount of Qualified Costs submitted and approved in accordance with Section 6.2 of the Agreement. The Note is secured by Available Tax Increment, as further described in the form of the Note herein. The City hereby delegates to the City Manager the determination of the date on which the Note is to be delivered, in accordance with the Agreement.

Section 2. Form of Note. The Note shall be in substantially the form attached as Schedule B to the Agreement, with the blanks to be properly filled in and the principal amount adjusted as of the date of issue.

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note shall be issued as a single typewritten note numbered R-1.

The Note shall be issuable only in fully registered form. Principal of the Note shall be payable by check or draft issued by the Registrar described herein.

3.02. Dates. Principal of the Note shall be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not such day is a business day.

3.03. Registration. The City hereby appoints the City Finance Director to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Subject to Section 3.03(d) hereof, within 15 days after surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, and consent to such transfer by the City if required pursuant to the Agreement, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is reasonably satisfied that the endorsement on such Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note,

whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of such Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case any Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, Termination Dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Note so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note shall be prepared under the direction of the Manager and shall be executed on behalf of the City by the signatures of its Mayor and City Manager. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Note has been so executed, it shall be delivered by the City Manager to the Owner thereof in accordance with the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The City hereby pledges to the payment of the principal of the Note all Available Tax Increment as defined in the Note. Available Tax Increment shall be applied to payment of the principal of and interest on the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof (to the extent required to be paid pursuant to this resolution) remains unpaid, the City shall maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of the Note. The City irrevocably agrees to appropriate to the Bond Fund on or before each Payment Date the Available Tax Increment in an amount equal to the Payment then due, or the actual Available Tax Increment, whichever is less. Any Available Tax Increment remaining in the Bond Fund shall be transferred to the City's account for the TIF District upon the termination of the Note in accordance with its terms.

4.03. Additional Obligations. The City will issue no other obligations secured in whole or in part by Available Tax Increment unless such pledge is on a subordinate basis to the pledge on the Note.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This resolution shall be effective upon approval.

ADOPTED this 18th day of August, 2020.

Motion by Council Member xxx

Second by Council Member xxx

Voting: Aye: Council Member
 Council Member
 Council Member
 Council Member
 Mayor

Nay: None

Abstain: None

Absent: None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

CONTRACT

FOR

PRIVATE DEVELOPMENT

By and Between

THE CITY OF NORTH ST. PAUL

And

ANCHOR VIEW, LLC

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

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CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made on or as of the ____day of _____, 2020 (“Effective Date”) by and between the **CITY OF NORTH ST. PAUL**, a public body corporate and politic under the laws of the State of Minnesota (the "City") and **ANCHOR VIEW, LLC**, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City has determined that there is a need for the City to take certain actions they deem necessary in order to encourage, ensure and facilitate development and development by the private sector of underutilized, inappropriately used and unused land located within the corporate limits of the City which are necessary to provide additional employment opportunities for residents of the City, to provide affordable housing within the City, and to improve the tax based and to improve the general economy of the City;

WHEREAS, in furtherance of these objectives the City has established, pursuant to Minnesota Statutes, Sections 462.124 through 462.133, the Development Plan (“Development Plan”) for Development District No. 4 (the “Project Area”) in the City to encourage and provide maximum opportunity for private development and development of certain property in the City which is not now in its highest and best use;

WHEREAS, in furtherance of these objectives and in connection with the Project Area, the City has also established a Tax Increment Financing (Housing) District No. 4-10 (the “Tax Increment District”) pursuant to the authority granted in Minn. Stat. 469.174, et seq., as amended (the “Tax Increment Act”);

WHEREAS, in order to achieve the objectives of the Development Plan and particularly to make the specified plan in the Project Area available for development by private enterprise for and in accordance with the Development Plan, within the Project Area, the City has acquired the property, remediated soils, and installed On-Site Improvements and Off Site Public Improvements and intends to reimburse itself through the use of tax increment generated by proposed development within the Project Area to assist with financing of the land acquisition, developments costs and related administrative expenditures;

WHEREAS, the City has also determined to assist the Developer with financing certain costs of the Project: the acquisition of the Development Property as described in Schedule A of this Agreement and development of the Development Property with the Minimum Improvements as further defined in this Agreement through the issuance of a Tax Increment Financing Note, in the total estimated aggregate principal amount of Two Million Four Hundred Thousand (\$2,400,000), as more particularly set forth in this Agreement

WHEREAS, the Developer has proposed a development as hereinafter defined within the Project Area which the City has determined will promote and carry out the objectives for

which the Development Plan has been undertaken, will be in the vital and best interests of the City and the health, safety and welfare of its residents and is in accord with the public purposes and provisions of the applicable state and local laws and requirements under which development in the Project Area has been undertaken and is being assisted;

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

In this Agreement, unless a different meaning clearly appears from the context:

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

"Agreement" [or "Contract"] means this Contract for Private Development by and between the City and the Developer, as the same may be from time to time modified, amended or supplemented.

"Articles and Sections" mentioned by number only are the respective Articles and Sections of this Agreement so numbered.

"Assessed Market Value" or "Assessed Market Valuation" means the market value of the Development Property as determined by the Ramsey County Assessor in accordance with Minnesota Statutes, Section 273.11 (or as finally adjusted by any assessor, board of equalization, commissioner of revenue, or any court).

"Assessment Agreement" means the agreement, substantially in the form of the agreement contained in Schedule F attached to and made a part of this Agreement, among the Developer, the City, and the Ramsey County Assessor to be entered into pursuant to Section 7.5 of this Agreement, establishing a Minimum Market Value of the Development Property and the Minimum Improvements.

"Authorizing Resolution" means the resolution of the City Council of the City authorizing the issuance of the TIF Note and the approval of this Agreement.

"Available Tax Increment" means forty seven and a half percent (47.5%) of the Tax Increment received and retained by the City from the County during any applicable time frame.

“Certificate of Completion” means a certification in the form of the certificate contained in Schedule D attached hereto and provided to the Developer pursuant to Section 4.4.

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

“Closing” or **“Closing Date”** means the date on which the Development Property is conveyed by the City to the Developer pursuant to Article III.

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property, which Plans: (a) areas detailed as the plans, specifications, drawings, and related documents which are submitted to the City for issuance of a building permit for the Minimum Improvements; (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) elevations and floor plans; (4) landscape plan; and, (5) such other plans or supplements to the foregoing plans as the City may reasonably request; and (c) shall be consistent with the Preliminary Plans approved by the City.

"County" means the County of Ramsey, Minnesota.

“Declaration” means the Declaration of Restrictive Covenants attached as Schedule C hereto.

"Deed" means the limited warranty deed described in Section 3.1 to be executed by the City conveying the Development Property to the Developer.

"Developer" means Anchor View, LLC, a Minnesota limited liability company, or any assigns that have received prior written approval from the City.

“Development District” means Development District No. 4 in the City.

“Development Program” means the Development Program for the Development District.

"Development Property" means the real property as legally described in Schedule A attached hereto.

"Event of Default" means an action by the Developer listed in Article IX of this Agreement.

“Financing Commitment” means a financing commitment, letter of interest or other reasonable evidence of interest from a mortgage lender for the construction of the Minimum Improvements in a form reasonably satisfactory to the City. The City acknowledges and agrees that a financing commitment will be conditioned on items customarily required by lenders

(including, without limitation, adequate financial statements, environmental review, appraisals, surveys and title).

“Material Change” means a change in Construction Plans that has a material adverse effect on the generation of tax increment or reduces the number of units of rental housing. Any increase in units or a decrease of units as specified in the Construction Plans approved by the City will be considered a Material Change.

“Maturity Date” means December 31, 2047.

“Minimum Improvements” means the construction by the Developer on the Development Property of a multifamily rental housing facility, consisting of approximately 128 rental units, and associated parking as specified in the Construction Plans to be approved by the City and to be completed in accordance with all applicable local, state and federal regulations governing such improvements.

“Minimum Market Value” means Five Million Six Hundred Thousand and no/100 Dollars (\$5,600,000.00) on January 2, 2021 and Twenty Two Million Four Hundred Thousand and no/100 Dollars (\$22,400,000.00) on January 2, 2022 and each year thereafter, which is the minimum market value of the land and Minimum Improvements as confirmed by the Ramsey County Assessor.

“Mortgage” means a mortgage obtained by the Developer from a third party lender in accordance with Section 8.4 of this Agreement.

“Off Site Public Improvements” means all infrastructure improvements within the Project Area completed by the City required for the development and operation of the Project, including, without limitation, all utilities stubbed to the property line of the Property, off-site drainage ponds and infrastructure, streets, two (2) access points onto Anchor Drive, street scape, sidewalks, landscaping, lighting and traffic signalization.

“On Site Improvements” means all environmental remediation, rough grading to a balanced site, and providing clean block dirt for Developer’s use on the Property.

“Party” [or “Parties”] means the Developer and the City.

“Plat” means the Anchor Block Commons final plat creating the Development Property as a single tax parcel.

“Project” means the Development Property and the completed Minimum Improvements thereon.

“Project Area” means the geographic area of the Development District.

“Project Plan” means the Project Plan for the Development Plan.

"Purchase Price" means the sum of One Million Two Hundred Eighty Thousand and no/100 (\$1,280,000.00) Dollars for the Development Property (subject to the prorations and any credits set forth in this Agreement), which the Developer shall pay the City for the purchase of the Development Property.

“Qualified Costs” means the following categories of costs that may be reimbursed to the Developer by the City out of Tax Increment:

- (i) Cost of acquisition of the Development Property;
- (ii) Cost of site improvements and preparation of the Development Property;
- (iii) Utility costs to serve the Development Property;
- (iv) Insurance and payment or performance bond premiums; professional fees, including architectural and engineering fees and expenses; and
- (v) Such other costs as are incurred by the Developer and reasonably determined by the City to constitute Qualified Costs under the TIF Act.

"State" means the State of Minnesota.

“Tax Increment Act” or “TIF Act” mean Minnesota Statutes, Sections 469.174 through 469.1794 inclusive.

“Tax Increment District” or “TIF District” mean Tax Increment Financing (Housing) District No. 4-10.

“Termination Date” means the earlier of (i) the date the TIF District terminates by law, (ii) the date by which the City has received sufficient Tax Increment with respect to the Project as provided under Section 6.3(b) and to reimburse the Developer for all principal and accrued interest on the TIF Note, (iii) February 1, 2048, or (IV) the date this Agreement is terminated or rescinded in accordance with the terms hereunder.

“Tax Increment Note” or “TIF Note” means the Tax Increment Financing Revenue Note to be executed by the City and delivered to the Developer pursuant to Article VI hereof, in the approximate principal amount of Two Million Four Hundred Thousand (\$2,400,000), a copy of which is attached as Schedule B.

“TIF Note Payment Date” means each August 1 and February 1, commencing August 1, 2022, and thereafter to and including the Termination Date; provided, that if any such TIF Note Payment Date should not fall on a Business Day, the TIF Note Payment Date shall be the next succeeding Business Day.

"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, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays or acts of third parties in connection with a declared state of Minnesota or national emergency or pandemic (such as an Executive Order from the Governor) which directly result in delays, including, without limitation a mandatory quarantine or shelter in place of equivalent order, and discovery of unknown hazardous materials or other concealed site conditions or delays of contractors due to such discovery. Unavoidable delays shall not include delays in the Developer's obtaining permits or governmental approvals necessary directly to enable construction of the Minimum Improvements, if such delay is caused by the Developer.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by the City. The City represents and warrants that:

(a) The City is a municipal corporation duly organized and existing under the laws of the State. Under the provisions of the laws of the State, the City has the power to enter into this Agreement and carry out its obligations hereunder. The City has duly authorized the execution, delivery and performance of this Agreement.

(b) The Tax Increment District has been established as a housing district within the meaning of Minnesota Statutes, section 469.174, subd. 11.

(c) The City has created, adopted and approved the Tax increment District and Tax Increment Plan in accordance with the provisions of the Tax Increment Act.

(d) The development contemplated by this Agreement is conformance with the development objectives set forth in the Tax Increment Plan.

(e) The Development Property was entered into the MPCA Brownfields Program. The City prepared a Response Action Plan ("RAP") Implementation Report for Phase I for the Anchor Block Commons plat which included soil excavation and correction activities for geotechnical and grading purposes for the plat, including the Development Property. Subsequent phases will include soil excavation associated with the construction of Anchor Drive and proposed construction of the residential/commercial buildings within the plat. The Minnesota Pollution Control Agency ("MPCA") reviewed the RAP and Contingency Construction Plan ("RAP/CCP") submitted for the redevelopment of the Development Property which was prepared by WSB Engineering on August 23, 2019. The MPCA approved the RAP/CCP on October 7, 2019. The City has completed Phase I of the RAP and has submitted the Response Action Plan Implementation Report for approval by the MPCA.

(f) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property is suitable for the Developer's needs except as specifically set forth in this Agreement.

(g) The City has completed the removal of the contaminated soils identified in the Response Action Plan approved by the Minnesota Pollution Control Agency and will substantially complete installation of public improvements sufficient to issue a building permit for the Development Property and grade the Development Property in accordance with the grading plan for the Plat by November 1, 2020,

(h) Subject to Unavoidable Delays and satisfaction of the terms and conditions of this Agreement, the City will convey the Development Property to the Developer for construction of the Minimum Improvements on the Development Property in accordance with the terms of this Agreement, which include the completion of the Off Site Improvements and On Site Improvements.

(j) The City has received no notice of and has no knowledge of any pending or proposed special assessments affecting the Development Property or any proposed or pending public improvements which may give rise to any special or area assessments affecting the Development Property, except as provided in Section 7.5.

(k) The City has received no notice of and has no knowledge that the Development Property or its use or uses are in violation of applicable law or any applicable private restriction.

(l) The City has received no notice of and has no knowledge of any action, litigation, investigation or proceeding of any kind pending or threatened against the Development Property, and City knows of no facts which could give rise to any such action, litigation, investigation or proceeding.

(m) The City has entered into a Contract for Deed to acquire the Development Property. There are no parties other than the Contract Vendor in possession of any portion of the Development Property, nor are there any leases (oral or written) applicable to or affecting the Development Property.

(n) Except as otherwise provided under the terms of this Agreement, no third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Development Property and the City has not entered into any other contracts for the sale of all or any portion of the Development Property with any third party.

(o) At the Closing, the City will be the fee owner of the Development Property.

(p) The City has no actual knowledge that a "well" (as defined in Minnesota Statutes Section 103I.005, subd. 21) is located on the Development Property.

(q) The City has no actual knowledge of an "individual sewage treatment system" (as defined in Minnesota Statutes Section 115.55, subd. 1(g)) located on the Development Property.

(r) The City certifies that, as of the date hereof, no methamphetamine production has occurred on the Development Property, pursuant to Minn. Stat. § 152.0275.

All representations and warranties shall survive Closing for a period of two (2) years.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a Minnesota limited liability company organized and existing under the laws of the State of Minnesota, is authorized to transact business in this State, and has duly authorized the execution of this Agreement and the performance of its obligations under this Agreement. None of the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, or the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with the terms of any indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound.

(b) Subject to the conditions contained in Article III below, the Developer will purchase the Development Property from the City, the Developer will construct and maintain the Minimum Improvements in accordance with the terms of this Agreement, the TIF Plan, and all applicable local, State and Federal laws and regulations (including, but not limited to, the TIF Act, environmental, zoning, building code and public health laws and regulations).

(c) Developer acknowledges that although Developer is purchasing the Development Property at its fair market value as raw land, the City has incurred significant costs in acquiring and preparing the Development Property for development by Developer and for On-Site Improvements and the Off-Site Public Improvements and recoupment of those costs by the City through tax increment revenue is necessary for the City to fund the debt for those costs and the obligations of Developer under this Agreement are necessary to ensure the reimbursement to the City through the tax increment revenue.

(d) The construction of the Project to the size and scope contemplated by this Agreement would not have been 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 in this Agreement.

(e) The Minimum Improvements will be constructed at a cost to Developer of not less than \$22,320,000, exclusive of the value of the Development Property.

(f) As of this date of execution of this Agreement, the Developer has received no notice or communication from any local, state or federal official that the anticipated activities of the Developer with respect to the Development Property may be or will be in violation of any environmental law or regulation

(g) There are no pending or threatened legal proceedings, of which the Developer has notice, contemplating the liquidation or dissolution of the Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of the Developer to execute and deliver this Agreement or the validity of this Agreement.

(h) Developer will use commercially reasonable efforts to obtain, 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 Minimum Improvements may be lawfully constructed.

(i) Developer shall pay the normal and customary City fees and expenses for the approval and construction of the Minimum Improvements including, but not limited to, building permit fees, sewer accessibility charges (SAC), water accessibility charges (WAC) and park dedication fees.

(j) The Developer will cooperate with the City, and the City will cooperate with the Developer with respect to any litigation commenced with respect to the Development Property or the Minimum Improvements.

(k) The financing arrangements which the Developer has obtained or will obtain to finance the acquisition of the Development Property and the construction of the Minimum Improvements, will be sufficient to enable the Developer to successfully complete the Minimum Improvements as contemplated by this Agreement. Developer shall provide a Financing Commitment to the City prior to the Closing Date.

(l) Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within thirty (30) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred and paid for by the City.

(m) The Developer represents that, during the term of the Declaration, no more than twenty percent (20%) of the square footage of the Minimum Improvements will consist of commercial, retail or other nonresidential use. For purposes of this covenant, the underground parking, the common areas and amenity areas constructed for use by the tenants of the Minimum Improvements constitute residential uses.

(n) Developer shall be responsible for the implementation of Phase II of the RAP and any further work required beyond Phase I of the RAP related to development of the Development Property as required by the MPCA for Brownfield Site BV0001254 or any other applicable action plan from another appropriate regulatory authority.

(o) The Developer has made its own projections of Tax Increment and revenues to be generated from the Project and of the Developer's return on investment and the Developer has not relied on any assumptions, calculations, determinations or conclusions made by the City, its governing body members officers or agents, including the independent contractors, consultants and legal counsel, servants and employees thereof, with respect to the foregoing or in determining to proceed with the Project;

(p) The person or persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

All representations and warranties shall survive Closing for a period of two (2) years.

ARTICLE III. CONVEYANCE OF DEVELOPMENT PROPERTY

Section 3.1. Status of Development Property. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to sell the Development Property to the Developer and the Developer agrees to purchase the Development Property from the City in "as-is" condition through the execution and delivery of the Deed containing a right of reversion as provided under Section 9.3 of this Agreement and conveying marketable title to the Property, subject to:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Restrictions and easements related to use or improvements of the Development Property that do not affect Developer's intended use or improvement of the Development Property;
- (c) Reservations of minerals or mineral rights to the State of Minnesota;
- (d) The Plat;
- (e) This Contract for Private Development;
- (f) Real estate taxes due and payable in the year of the Closing and thereafter;
- (g) Assessment Agreement

- (h) Permitted Encumbrances, as defined in Section 3.3 of this Agreement.

Section 3.2. Purchase Price. The purchase price for the Development Property shall be payable by Developer as follows:

(a) Ten Thousand and No/100 Dollars (\$10,000.00) as earnest money deposited with the Title Company (as defined below) upon execution of this Agreement (the "Earnest Money") pursuant to the Escrow Agreement attached hereto as Schedule G ("Escrow Agreement"). The Earnest Money shall be non-refundable except in the event of termination of this Agreement by Developer in compliance with the terms of Section 3.4 or as specifically provided under Section 9.3 of this Agreement; and

(b) The balance payable in cash, certified funds or wire transfer paid to the City at Closing.

Section 3.3. Title. Within fifteen (15) days after the Effective Date, the City shall obtain a current commitment for the issuance of a ALTA Form B owner's policy of title insurance (the "Commitment") issued by Tri-County Abstract and Title Guaranty ("Title Company") in the amount of the Purchase Price, accompanied by copies of all recorded documents affecting the Property and searches for real estate taxes, bankruptcies, judgments, liens and assessments. A mortgage, monetary lien or any other lien or encumbrance against the property shall be deemed to be a title objection.

Developer shall have twenty (20) days after receipt of the Commitment to make its objections to matters disclosed in the Title Commitment (and any survey provided by the City or that Developer elects to obtain) in writing to the City. Any exceptions disclosed in the Commitment (or a survey) and not timely object to by the Developer shall be deemed permitted encumbrances ("Permitted Encumbrances"). The City shall have the right, but not the obligation within fifteen (15) days after it receives such objections to have the same removed or satisfied. If Developer's objections are not removed or satisfied by the City (except for the Contract Vendor's interest to be removed at Closing), then Developer may, at its sole discretion and as its sole and exclusive remedy, either (a) terminate this Agreement by written notice to the City and the City and Developer shall each be released from any further obligations and liability under this Agreement, except for any provisions of this Agreement which are made to survive the termination of this Agreement, and shall execute a mutual cancellation agreement evidencing the termination of this Agreement, in which event the Earnest Money paid by Developer shall be promptly refunded to Developer; or (b) waive such objections by written notice to the City and proceed to closing with the understanding that such uncured objections shall be included as Permitted Encumbrances on the Deed at Closing; provided, however that if Developer has not notified the City of its election to either waive such objections or terminate this Agreement within ten (10) days after expiration of the City's period to cure such objections, the Developer shall be deemed to have elected to waive such objections pursuant to clause (b) above.

Section 3.4. Due Diligence Period.

(a) Documents and Materials. Within five (5) business days after the Effective Date, the City shall deliver to Developer copies of all documents, reports, studies, tests, drawings, surveys, agreements, contracts, and all other documentation relating to the Development Property in the City's possession or control or to which the City has knowledge or access (collectively, the "Property Documents"), including without limitation, any existing environmental reports and assessments, a copy of an existing survey covering the Development Property, and as built surveys and information on utilities serving the Development Property; provided, however, that notwithstanding the foregoing, the City's internally prepared notes, memoranda or other documents and any other documents or materials which are confidential or proprietary to the City will be excluded from the Property Documents.

(b) Right of Inspection. Developer shall have a limited license to examine the Property Documents and make a physical inspection of the Development Property from the Effective Date until 5:00 p.m. EST on the Closing Date (the "Due Diligence Period"), as the same may be extended as provided below. In this regard, Developer and its authorized employees, agents, contractors and representatives (collectively, "Developer's Representatives") shall be entitled to enter upon the Development Property at all reasonable times during the Due Diligence Period for the purpose of inspecting, investigating, surveying and the conducting of testing of the Development Property (collectively, "Inspections"), upon reasonable prior oral or written notice to the City. All Inspections shall occur at reasonable times agreed upon by the City and Developer. Developer shall pay all costs and expenses of all Inspections. Notwithstanding anything herein to the contrary, Developer shall not perform soil tests, asbestos or lead tests, or perform tests of a similarly intrusive nature without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, Developer shall have the right to complete a Phase I and a Phase II environmental report as part of such Inspections.

(c) Approvals. During the Due Diligence Period, Developer shall use commercially reasonable efforts to obtain all governmental approvals and entitlements necessary to construct the Minimum Improvements on the Development Property (the "Approvals"). The Approvals shall include all entitlements, zoning designations, or other zoning and land use approvals required to construct the Minimum Improvements in an efficient and cost effective manner as determined by Developer in Developer's sole and absolute discretion. The City shall, at no cost or liability to the City, reasonably cooperate and affirmatively assist Developer with Developer's efforts to obtain its Approvals, but does not guarantee the granting of such Approvals. Developer shall be solely responsible for all costs associated with obtaining the Approvals and no such Approvals will be effective prior to the Closing Date unless approved by the City.

(d) Upon (i) written notice to the City and (ii) depositing Ten Thousand and No/100 Dollars (\$10,000.00) in additional Earnest Money (an "Extension Deposit") with the Title Company on or before the expiration of the initial Due Diligence Period, Developer shall have the right to extend the initial Due Diligence Period (and the Closing Date) for a period of sixty

(60) days. The initial Due Diligence Period, as extended for such 60-day period, is referred to herein as the “Extended Due Diligence Period.” In the event this transaction does not close for any reason other than a City default, the Extension Deposit shall be non-refundable and delivered by the Title Company to the City promptly following the termination of this Agreement.

(e) Extension Deposits. Each Extension Deposit will be deemed part of and constitute “Earnest Money” for all purposes hereunder; provided however such Extension Deposits shall be non-refundable, except in the event this transaction does not close as a result of a City default.

(f) Indemnification; Manner of Inspections. Developer shall indemnify, defend and hold the City and the Development Property harmless from all loss, damages, costs, claims, liabilities and expenses, including without limitation attorneys’ fees, relating to the Inspections or the activities of the Developer and the Developer Representatives. Developer and the Developer Representatives shall perform the Inspections upon the Development Property (i) in a manner so as not to cause damage to the Development Property or the death or personal injury to any persons and (ii) in a manner which keeps the Development Property free of any liens or third-party claims resulting therefrom. Developer shall repair and restore any damage to the Development Property caused by any of the Developer Representatives or occurring during the Inspections and shall return the Development Property to substantially the same condition as existed prior to such entry. At the City’s option, a representative of the City may accompany Developer and the Developer Representatives during the Inspections.

(g) Insurance. Before and during any Inspections, Developer and each Developer Representative shall maintain workers’ compensation insurance in accordance with applicable law, and Developer or the applicable Developer Representative, shall secure, maintain and provide evidence to City of (i) a commercial general liability insurance with limits of at least \$2,000,000 for bodily or personal injury or death, which policy shall name City and its agents as additional insureds, (ii) property damage insurance in the amount of at least \$1,000,000 and (iii) contractual liability insurance. Developer shall deliver to City evidence of such workers’ compensation insurance and a certificate evidencing the commercial general liability, property damage and contractual liability insurance before conducting any Inspections on the Development Property.

Section 3.5. Conditions Precedent Closing. The City and Developer agree that the transaction contemplated herein is contingent upon the resolution of the “City Contingencies” and “Developer Contingencies contained in this Section 3.5. In the event any of the City Contingencies or Developer Contingencies have not been satisfied or waived, in the sole and absolute judgment of City or Developer as applicable, by the dates specified below, or, if no date is specified then on or before the Closing Date, the City and/or Developer, may terminate this Agreement by giving written notice to the other party, at which time the Earnest Money and Extension Deposit will be returned to the Developer. The City Contingencies are for the sole benefit of the City and the City shall have the right to waive any or all of the City Contingencies by written notice to the Developer. The Developer Contingencies are for the sole benefit of the

Developer and the Developer shall have the right to waive any or all of the Developer Contingencies by written notice to the City.

- (a) The City's obligation to convey the Development Property shall be subject to the satisfaction of, or waiver in writing by the City of, all of the following conditions precedent:
 - (i) The Contract Vendor providing a Deed to the Development Property to the City on or before the Closing Date;
 - (iii) The Developer shall have performed all of the obligations of this Agreement expressly required of the Developer to perform on or before the Closing Date, and the Developer shall not be in default under this Agreement;
 - (iv) The Developer shall have delivered a copy of the Financing Commitment to the City and the City shall have approved the Financing Commitment; and
 - (v) The Developer shall have submitted to the City and the City shall have approved Construction Plans for the Minimum Improvements pursuant to Section 4.2 of this Agreement.
- (b) The Developer shall accept title to the Development Property subject to satisfaction or waiver in writing by the Developer pursuant to Section 3.3 herein, of the following conditions precedent within the time periods provided:
 - (i) At Closing, the City being in material compliance with all other terms and provisions of this Agreement;
 - (ii) The City has provided a certified survey at the City's cost, establishing that the grading for the Development Property is consistent with the approved grading plan for the Anchor Block Commons plat;
 - (iii) On or before the Closing Date, Developer shall have obtained a "No Association Determination" and "No Further Action" letter(s) (and any other 'Assurance letters' reasonably required by Developer or Developer's lender) from the MPCA pursuant to Minn. Stat. 115B.178 for the Identified Releases to the soil on the Property.
 - (iv) The City shall have obtained from the MPCA a RAP Implementation Approval Letter for Phase I and a Vapor Assessment Letter.

- (v) On or before the expiration of the Due Diligence Period (as may be extended), Developer has determined that it is satisfied with its examination and analysis of the Property Documents;
- (vi) On or before the expiration of the Due Diligence Period (as may be extended), Developer has determined that it is satisfied in Developer's sole and absolute discretion with the condition of the Development Property, including, without limitation, the results of and matters disclosed by soil tests, engineering inspections, feasibility tests and studies, hazardous waste and environmental reviews, code and other legal compliance analysis and other tests and inspections, evaluations, assessments, surveys and reviews of the Development Property;
- (vii) On or before the expiration of the Due Diligence Period (as may be extended), Developer has obtained all Approvals, all upon terms and conditions which will allow Developer to construct the development in an efficient and cost effective manner as determined by Developer in Developer's sole and absolute discretion (including amounts of any governmental fees or impositions and costs of construction required to satisfy such Approvals);

Section 3.6. Closing Documents.

- (a) City Documents. At the Closing, the City shall execute, where appropriate, and deliver all of the following (collectively, the "City Documents"):
 - (i) The Deed properly executed on behalf of the City conveying the Development Property to the Developer;
 - (ii) A Minnesota Uniform Conveyancing Blank Form Affidavit Regarding Business Entity;
 - (iii) A resolution of the City Council authorizing the City's execution and delivery of the Deed;
 - (iv) A resolution of the City Council approving the TIF.
 - (v) A non-foreign affidavit containing such information as required by Internal Revenue Code Section 1445(b)(9ii) and any regulations relating thereto;
 - (vi) A Minnesota Well Disclosure Certificate unless the Deed includes this statement: "Seller certifies that Seller does not know of any wells on the described real property;"

- (vii) Such information as required by Developer or Title Company to permit Title Company to file an electronic certificate of real estate value;
- (viii) A settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement;
- (ix) The Assessment Agreement required under Section 7.5;
- (x) The Declaration required under Section 4.6; and
- (xi) Any other items required by this Agreement or reasonably requested by the Title Company or the Developer of the Closing.

(b) Developer Documents. At the Closing, the Developer shall execute, where appropriate, and deliver all of the following (collectively, the “Developer Documents”):

- (i) The Purchase Price by wire transfer of immediately available funds to the Title Company;
- (ii) Such affidavits of the Developer or other documents as may be reasonably required by the Title Company (including a Certificate of Real Estate Value) to record the City Documents and issue any title insurance policy required by the Developer;
- (iii) A resolution of the members or manager of the Developer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an officer of the Developer;
- (iv) A settlement statement reflecting the financial provision of the Closing, consistent with provisions of this Agreement;
- (v) The Assessment Agreement required under Section 7.5;
- (vi) The Declarations required under Section 4.6; and
- (vii) Any other items required by this Agreement or reasonably requested by the Title Company or the City for the Closing.

Section 3.7. Closing.

(a) Within ten (10) days after the later of the following: (i) written notice from Developer requesting the closing, (ii) expiration of the Due Diligence Period; or (iii) the substantial completion of the On Site Improvements, provided all conditions precedent for the

City and Developer to close have either been met or waived, ("Closing Date") provided the Developer pays the City the Purchase Price, the City shall convey the Development Property to the Developer through the execution and delivery of the Deed and all other documents reasonably required by Developer and the Title Company (as hereinafter defined). The closing shall be at the principal offices of the Title Company unless the parties mutually agree in writing that the Closing shall take place at another location. The foregoing notwithstanding, the Closing Date shall occur on or before November 2, 2020.

(b) The Developer shall take possession of the Development Property upon execution and delivery of the Deed by the City at closing.

(c) The Deed shall be in recordable form and shall be promptly recorded along with this Agreement.

(d) Taxes; Special Assessments; Other Pro Rations. Real estate taxes due and payable prior the year of Closing shall be paid by the City. Real estate taxes due and payable in the year of Closing shall be allocated between the parties based on their respective period ownership in the year of Closing. If taxes are paid in full in connection with the recording a plat of the Development Property, the taxes will be allocated as if taxes were not paid with the recording of the plat. Real estate taxes due and payable in the years subsequent to the Closing shall be paid by the Developer. The City shall pay all special assessments pending or levied as of the Closing Date. The Developer shall pay all special assessments levied after the Closing Date. The Developer shall bear all costs of recording this Agreement and the Deed, except as set forth below. The City shall pay the State tax due in connection with the conveyance of the Development Property and shall pay the cost of recording any document necessary to place title in the condition described in this Agreement. The Developer shall pay all other recording costs incurred in connection with this Agreement.

(e) At Closing, the Developer shall pay:

- (i) title insurance premiums, if any;
- (ii) one-half of closing costs;
- (iii) the cost for any environmental investigation or tests undertaken by Developer;
- (iv) all title insurance company fees for issuance of a title commitment; and
- (v) all taxes payable in accordance with the terms of this Agreement.

(f) At Closing, the City shall pay:

- (i) state deed tax relating to the conveyance of the Development Property and conservation fees;
- (ii) one-half of the Closing costs;
- (iii) recording fees for corrective instruments required to remove encumbrances and place marketable title in Developer's name;

- (iv) all taxes and assessments payable in accordance with this Agreement; and
- (v) all costs to plat the Development Property, all Environmental Remediation and to construct the On Site Improvements and the Off Site Public Improvements to issue a building permit for the Development Property.

(g) All costs incidental to the Closing not otherwise specifically allocated under this Agreement shall be allocated in accordance with the custom and practice for similar transactions in Minnesota.

(h) City and Developer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement. Each party hereby agrees to indemnify, defend and hold harmless the other party for any claim (including reasonable expenses incurred in defending such claim) made by a broker, sales agent or similar party claiming to be entitled to a commission in connection with this transaction by reason of the acts of the indemnifying party.

Section 3.8. Charges to be Paid by Developer. Developer shall be responsible for all appropriate fees in connection with issuance of a building permit and the Minimum Improvements. Developer shall be responsible for any costs for repair or maintenance to City property caused by Developer's construction of the Minimum Improvements.

Section 3.9. No Representation by the City. EXCEPT FOR THE CITY'S REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE DEVELOPMENT PROPERTY "AS IS" AND "WITH ALL FAULTS," AFTER SUCH INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION THE DEVELOPER CARES TO MAKE AND EXPRESSLY WITHOUT COVENANT, WARRANTY OR REPRESENTATION BY THE CITY AS TO PHYSICAL OR ENVIRONMENTAL CONDITION, TITLE, LEASES, RENTS, REVENUES, INCOME, EXPENSES, OPERATION, FLOOD PLAIN, SHORELAND, WETLANDS, ZONING OR OTHER REGULATION, COMPLIANCE WITH LAW, SUITABILITY FOR PARTICULAR PURPOSES, ALL OTHER MATTERS WHICH THE DEVELOPER DEEMS RELEVANT TO ITS PURCHASE OF THE DEVELOPMENT PROPERTY OR ANY OTHER MATTERS WHATSOEVER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

THE DEVELOPER REPRESENTS TO THE CITY THAT DEVELOPER HAS CONDUCTED, OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE DEVELOPMENT PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY TO SATISFY ITSELF OF THE CONDITION OF THE DEVELOPMENT PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES OR MATERIALS ON, WITHIN, UNDER OR DISCHARGED FROM THE DEVELOPMENT PROPERTY, AND WILL RELY SOLELY

UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE CITY.

UPON CLOSING, DEVELOPER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS MAY HAVE BEEN REVEALED BY DEVELOPER'S INVESTIGATIONS, AND DEVELOPER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED THE CITY (AND THE CITY'S OFFICIALS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT) LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DEVELOPER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE CITY (AND THE CITY'S OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE DEVELOPMENT PROPERTY; PROVIDED, HOWEVER, THE CITY SHALL NOT MAKE ANY CLAIM RELATING TO A BREACH OF A REPRESENTATION, WARRANTY OR COVENANT IN THIS AGREEMENT OR ANY OTHER CLOSING DOCUMENT

The City and Developer agree that the provisions of this Section 3.9 shall survive the closing of the transaction contemplated by this Agreement.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 4.1. Construction of Minimum Improvements.

(a) The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the Construction Plans and will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair and condition.

(b) The Developer and the City anticipate that upon completion, the Minimum Improvements will have a Market Value of approximately \$22,400,000.00.

Section 4.2. Construction Plans.

(a) Subject to Unavoidable Delays, on or before forty five (45) days following execution of this Agreement, the Developer shall submit to the City a site plan for the Development Property ("Site Plan") and the Construction Plans for the Minimum Improvements.

The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the Site Plan, the TIF Plan and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if, in the reasonable discretion of the City: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the goals and objectives of the Development District Plan; (iii) the Construction Plans conform to all applicable federal, state and local law, ordinances, rules and regulations; (iv) the Construction Plans are adequate to provide for the construction of the subject Minimum Improvements; (v) the Construction Plans do not provide for expenditures in excess of the funds which will be available to the Developer for the construction of the Minimum Improvements; and (vi) no Event of Default has occurred or is continuing after Developer's timeframe to cure has lapsed as outlined in Section 9.2. No approval by the City under this Section 4.2 shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements. No approval by the City shall constitute a waiver of an Event of Default. The City shall review the Construction Plans within thirty (30) days of submission of a complete set of Construction Plans and either approve the same or provide Developer with a list of specific required changes to be made to the Construction Plans. Upon making the specific changes to the Construction Plans as required by the City, the Developer shall submit the Construction Plans with the required changes to the City for approval and if Developer made the required changes, the Construction Plans shall be approved.

(b) If the Developer desires to make any Material Construction Change in any Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. No changes (each a "Material Construction Change") (i) which in the aggregate would result in an increase or a decrease in the cost of the Minimum Improvements by more than ten percent (10%) or (ii) which would materially alter the site plan, exterior appearance, quality, facility amenities or exterior materials included in the Construction Plans shall be made without the City's prior written consent, which consent will not be unreasonably withheld. The Developer shall submit a description of any Material Construction Change to the City. The City shall either approve the Material Construction Change or provide to the Developer specific written comments on the basis for its failure to approve within twenty (20) days following submission. If the City does not respond to the Developer within such 20-day period, the Material Construction Change shall be deemed approved.

(c) Upon receipt of a completed application for a Building Permit for the Development Property consistent with the terms of this Agreement, the City agrees to complete review of the application and issue the Building Permit within seven (7) business days provided the Deed to the Development Property has been recorded.

Section 4.3. Construction Requirements.

(a) Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements within 180 days of the Closing Date.

(b) Subject to Unavoidable Delays, the Developer shall substantially complete construction of the Minimum Improvements, except for landscaping; exterior matters such as landscaping; and minor "punch list items", within eighteen (18) months of the Closing Date.

(c) All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property must be in substantial conformance with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and its successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be completed within the period specified in this Section 4.3 of this Agreement, subject to Unavoidable Delays. Subsequent to conveyance of the Development Property, or any part thereof, to the Developer, and until construction of the Minimum Improvements has been completed, the Developer, or its architect or contractor, shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

Section 4.4. Certificate of Completion.

(a) Promptly after completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (excluding the date for completion thereof), the City will furnish the Developer with a Certificate of Completion in the recordable form attached hereto as Schedule D. Such Certificate of Completion by the City shall be furnished to Developer within thirty (30) days after request by Developer, and shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements and the date for the completion thereof.

(b) The City shall provide the Certificate of Completion if the Developer completes the Minimum Improvements prior to the City exercising its remedy pursuant to Section 9.2 or 8.3 under this Agreement even if the Developer fails to complete the Minimum Improvements on the date required by this Agreement.

(c) If the City shall refuse or fail to provide the Certificate of Completion in accordance with the provisions of this Section 4.4 of this Agreement, the City shall, within thirty (30) days after written request by Developer for the Certificate of Completion, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the

opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

(d) The construction of the Minimum Improvements shall be deemed to be completed when the Minimum Improvements are, as reasonably determined by the City, substantially completed in accordance with the Construction Plans and when a certificate of occupancy is issued.

(e) The Certificate of Completion issued for the Minimum Improvements shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Minimum Improvements.

Section 4.5. Failure to Complete Improvements As Required. If the Developer fails to complete the Minimum Improvements as required under Section 4.3, the Assessment Agreement and the Minimum Market Value for the Development Property shall nevertheless be applicable as of January 1, 2022.

Section 4.6. Affordability Covenants; Qualification of the TIF District. Developer agrees that the Minimum Improvements are subject to the following affordability covenants:

(a) As of the date hereof, the Developer expects that the Minimum Improvements will include the mix of Rental Housing Units found in Schedule E attached hereto. The Developer will cause at least twenty percent (20%) of the Rental Housing Units in the Minimum Improvements to be available to families at or below fifty percent (50%) of the area median income, all as further described in the Declaration attached hereto as Schedule C. Notwithstanding anything to the contrary in the TIF Act, the restrictions will remain in effect for until the earlier of: (i) the twenty-five (25) year period described in the Declaration; or (ii) the Termination Date. On the date of execution of this Agreement, the Developer will deliver the executed Declaration to the City in recordable form.

(b) The Developer agrees to distribute the affordable Rental Housing Units among the different Rental Housing Unit types by setting aside twenty percent (20%) of each unit type or a larger unit as affordable units. For example, based on the mix of Rental Housing Units found in Schedule E attached hereto, of the twenty percent (20%) of the Rental Housing Units that are income restricted, at least 22 Rental Housing Units must be alcove studio units or larger units; at least 70 Rental Housing Units must be one-bedroom units or larger units; and at least 36 Rental Housing Units must be two-bedroom units.

(c) Intentionally Deleted.

(d) Intentionally Deleted.

(e) The Developer will promptly notify the City if at any time during the term of the Declaration the number of Rental Housing Units in the Minimum Improvements occupied by

Qualifying Tenants (as defined in the Declaration) or held vacant and available for occupancy by Qualifying Tenants pursuant to the Declaration are fewer than the number required by the terms of the Declaration.

(f) The City and its representatives will have the right at all reasonable times during normal business hours while the covenants in this Section are in effect, but no more than two (2) times per year), after reasonable written notice to inspect, examine and copy all books and records of the Developer and its successors and assigns relating to the covenants described in this Section and in the Declaration.

(g) Pursuant to Section 4.7, the Developer must submit to the City evidence of tenant incomes, showing that the Minimum Improvements meet the income requirements set forth in the Declaration. The City will review the submitted evidence related to the income restrictions required by Section 469.1761 of the TIF Act on an annual basis to determine that the TIF District remains a housing district under the TIF Act.

(h) If the City determines, based on the reports submitted by the Developer or if the City receives notice from the State Department of Revenue, the State Auditor, any Tax Official or any court of competent jurisdiction that the TIF District does not qualify as a “housing district” due to action or inaction of the Developer, this type of event will be deemed an Event of Default of the Developer under this Agreement; provided, however, that the City may not exercise any remedy under this Agreement so long as the determination is being contested and has not been finally adjudicated. In addition to any remedies available to the City under Article VIII hereof, the Developer will indemnify, defend and hold harmless the City for any damages or costs resulting therefrom.

Section 4.7. Affordable Housing Reporting. At least annually, no later than April 1 of each year commencing on the April 1 first following the issuance of the Certificate of Completion for the Minimum Improvements, the Developer shall provide a report to the City evidencing that the Developer complied with the income affordability covenants set forth in Section 4.6 hereof during the previous calendar year. The income affordability reporting shall be on the form entitled “Tenant Income Certification” from the Minnesota Housing Finance Agency (MHFA HTC Form 14), or if unavailable, any similar form. The City may require the Developer to provide additional information reasonably necessary to assess the accuracy of such certification. The Developer shall send affordable housing reports to the City until the Declaration terminates.

Section 4.8. Property Management Covenant. The Developer shall cause its property manager to operate the Minimum Improvements in accordance with all applicable legal requirements.

ARTICLE V INSURANCE

Section 5.1. Insurance.

(a) The Developer will provide and maintain at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide. The policy of insurance delivered pursuant to clause (i) above shall contain provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

(b) Upon completion of construction of the Minimum Improvements and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by

reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment. All policies evidencing insurance required by this subparagraph (i) with respect to the Minimum Improvements shall be carried in the name of the Developer and shall contain standard clauses which provide for Net Proceeds of insurance resulting from claims per casualty thereunder to the Minimum Improvements which are equal to or less than \$100,000 for loss or damage covered thereby to be made payable directly to the Developer, and Net Proceeds from such claims in excess of \$100,000 to be made payable to a construction escrow account for the reconstruction of the Minimum Improvements. The Developer shall have the sole discretion to settle any insurance claims, provided, however, the City shall be entitled to receive copies of all information with regard to the insurance claim, notices of meetings, negotiations and proceedings with regard to the claim and the right to participate in any such meetings or hearings.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000, for public liability and shall be endorsed to show the City as additional insured.

(iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City binders evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it without giving at least thirty (30) days' advanced written notice to the Developer and the City before the cancellation or modification becomes effective or ten (10) days' notice for non-payment of premium. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V of this Agreement, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event that any such damage does not exceed \$100,000, the Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof. Net Proceeds of any insurance relating to such damage shall be paid directly to the Developer.

In the event the Minimum Improvements or any portion thereof is destroyed by fire or other casualty and the damage or destruction is estimated to equal or exceed \$100,000, then the Developer shall within two hundred ten (210) days after such damage or destruction, subject to Unavoidable Delays, and receipt of the proceeds of insurance relating to such damage or destruction, proceed forthwith to repair, reconstruct and restore the damaged Minimum Improvements to substantially the same condition or utility value as it existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage or destruction received by the Developer to the payment or reimbursement of the costs thereof. Any Net Proceeds remaining after completion of construction shall be disbursed to the Developer.

(e) The Developer shall use commercially reasonable efforts to complete the repair, reconstruction and restoration of the Project, whether or not the proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any proceeds remaining after completion of the repair, reconstruction, and restoration of the Project shall be the sole property of the Developer.

(f) The foregoing notwithstanding, if the Developer is diligently restoring the Project, said two hundred ten (210) day period shall be extended so long as Developer continues to use all commercially reasonable efforts to complete the restoration.

(g) Notwithstanding anything contained herein to the contrary, if there is a mortgage on the Project or any part thereof for which insurance proceeds are payable, the terms of said mortgage shall govern the collection and disbursement thereof.

Section 5.2. Condemnation.

(a) In the event that title to and possession of the Development Property, or any part thereof shall be taken in condemnation or by exercise of the power of eminent domain by any governmental body or other person the Developer shall, with reasonable promptness notify the City as to the nature and extent of such taking. The Developer shall use its sole discretion to settle any condemnation claims; provided, however, the City shall be entitled to receive copies of

all notices of meetings, negotiations and proceedings with regards to such claim and to participate in any such meetings or hearings unless the City is the condemning authority.

(b) In the event of a substantial taking of the Development Property or of the Minimum Improvements which materially interferes with the Developer's ability to continue to operate its business from the Development Property, the Developer may terminate this Agreement upon written notice to the City, retain the Net Proceeds of any condemnation award and be relieved of any and all further liability under this Agreement.

(c) In the event a condemnation or taking does not involve a substantial portion of the Development Property or the Minimum Improvements to the extent that it materially interferes with the Developer's ability to continue to operate its business from the Development Property, then the Developer shall proceed to forthwith repair, reconstruct and restore the Development Property and the Minimum Improvements to the extent possible. The Net proceeds of the condemnation award shall be applied by the Developer as provided in subparagraphs (d) and (e) of Section 5.1 for insurance proceeds, to the extent such provisions are applicable. Any Net Proceeds from condemnation remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

ARTICLE VI. QUALIFIED DEVELOPMENT COSTS; ISSUANCE OF NOTE

Section 6.1 Qualified Development Costs. The Developer shall receive TIF Assistance only for Qualified Costs for the Project.

Section 6.2 Issuance of Note.

(a) If the Developer acquires the Development Property, in order to make construction of the Minimum Improvements financially feasible, the City will reimburse the Developer for a portion of the Qualified Costs incurred by the Developer in accordance with this section. The parties agree that the completion of construction of Minimum Improvements on the Development Property by the Developer is essential to the successful completion of the Project. The construction costs of the Minimum Improvements are estimated to be at least \$22,320,000. The Developer shall pay the cost of the Minimum Improvements.

(b) The City shall reimburse the Developer for a portion of the Qualified Costs incurred by Developer through the issuance of the TIF Note, in substantially the form attached to this Agreement as Schedule B. The City shall issue and the Developer shall purchase the Note in the maximum principal amount of Two Million Four Hundred Thousand (\$2,400,000). The unpaid principal of the note shall bear simple non-compounding interest from the date that the date of issuance of the TIF Note, at 4% per annum. The TIF 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 Minimum Improvements has been completed and that the Developer has incurred and paid all costs of the Qualified Costs and shall have submitted evidence of

payment (shown in the form of contractor certifications, invoices and lien waivers) for the costs of construction of the Qualified Costs in an amount not less than principal amount of the TIF Note, provided no uncured Event of Default by the Developer has occurred and is continuing under the Agreement and Developer has otherwise complied with all City requirements for the Project and the terms and conditions of this Agreement.

The terms of the TIF Note will be substantially those set forth in the form of the Note shown in Schedule B, and the Note will be subject to all terms of the Authorizing Resolution, which is incorporated herein by reference.

(c) All Minimum Improvements must be completed no later than the date that is less than five (5) years after the date of certification of the TIF District by the County (the “Five Year Date”) and complies with the so-called five-year rule under Section 469.1763, subd. 3 of the Act. If the Minimum Improvements are not completed, the maximum amount of the TIF Note shall not exceed the Qualified Costs that are completed as of the Five Year Date.

(d) The amounts of the TIF Note and the interest thereon payable by the City to the Developer shall be solely pursuant to the formula set forth in the TIF Note, and shall be payable solely from the Available Tax Increments, as defined in the TIF Note.

(e) The payment dates of the TIF Note shall be the TIF Note Payment Dates. On each TIF Note Payment Date and subject to the provisions of the Note, the City shall pay Developer Available Tax Increments generated by the Project and received by the City during the preceding six months (or, with respect to the first TIF Note Payment Date, in the period commencing on the date of issuance of the TIF Note through the day prior to the first TIF Note Payment Date). All such payments shall be applied first to the payment of accrued interest and then to the payment of the principal of the Note.

(f) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City and only Net Tax Increments shall be used to pay on the TIF Note. The payment amounts due thereon shall be payable solely from Tax Increments from the Tax Increment District which are paid to the City and which the City is entitled to retain pursuant to the Tax Increment Act.

(g) The City's obligation to make payments on the TIF Note on any TIF Note Payment Date or any date thereafter shall be conditioned upon the requirement that (i) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement, (ii) this Agreement shall not have been rescinded and (iii) the Developer has paid its property taxes and the City has received from the County the Tax Increments generated by the Project.

(h) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Schedule B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 6.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of

such additional actions as counsel for the City may require in connection therewith, are hereby authorized and approved by the City.

(i) The Developer acknowledges that the City has made no warranties or representations to the Developer as to the amounts of Tax Increment that will be generated or that the “Available Tax Increment,” as defined in the TIF Note, will be sufficient to pay the TIF Note or interest payable thereon in whole or in part. Nor is the City warranting that it will have throughout the term of this Agreement and the TIF Note the continuing legal ability under State law to apply Tax Increment to the payment of the TIF Note, which continued legal ability is a condition precedent to the City’s obligations under the TIF Note.

(j) The estimate of Qualified Costs eligible for Tax Increment is based on budget estimates submitted by the Developer. The Developer understands and acknowledges that if the Qualified Costs exceed the Tax Increment, the Developer will only be reimbursed for Qualified Costs in the principal amount of the TIF Note.

Section 6.3. Developer Acknowledgments. The Developer understands and acknowledges the following:

(a) The City makes no representations or warranties regarding the amount of the Tax Increment that will be available, or that revenues pledged to repayment of the TIF Note will be sufficient to pay all or any of the amounts payable on the TIF Note. The City additionally makes no representations as to the sufficiency of the Development Property (including soil conditions or the presence of hazardous substances on the Development Property) for the Project. Any estimates of Tax Increment available prepared by the City, or the City’s independent municipal advisor, consultants, agents, employees or officers in connection with the TIF District or this Agreement are for the sole benefit of the City, and are not intended as representations on which the Developer or any purchaser of the TIF Note may rely. The Developer further understands and acknowledges that no assistance is being provided by the City under this Agreement except through the issuance of the TIF Note, and the Developer has no claim against any funds of the City except as set forth in the Authorizing Resolution and the TIF Note.

(b) Fifty-two and a half percent (52.5%) of Tax Increment will be retained by the City for on-going Administrative Expenses (5%) related to the TIF District and to reimburse the City for property acquisition, remediation of soils, and construction of On-Site Improvements and Off-Site Improvements (47.5%).

Section 6.4. Records. The City and its representatives shall have the right at all reasonable times after reasonable notice to inspect, examine, and copy all books and records of Developer relating to the Minimum Improvements. Developer shall also use its best efforts to cause the contractor or contractors, all sub-contractors and their agents and lenders to make their books and records relating to the Project available to City, upon reasonable notice, for inspection, examination and audit. Such records shall be kept and maintained by Developer until

the Termination Date.

ARTICLE VII USE OF TAX INCREMENT; TAXES

Section 7.1 Use of Tax Increment. Except with respect to its obligations to the Developer under this Agreement in connection with Tax Increment, the City shall be free to use any Tax Increment it receives from the TIF District for any purpose for which such Tax Increment may lawfully be used under the TIF Act and pursuant to other general provisions of State law, and the City shall have no obligations to the Developer with respect to the use of such Tax Increment.

Section 7.2. Reimbursement of Tax Increment. Section 469.176, subdivision 4d of the TIF Act limits the use of Tax Increment in housing district to specific permitted uses. Section 469.1771, subd. 3 of the TIF Act requires the City to pay the County for Tax Increment distributed to the City and used to assist a project which does not qualify for tax increment assistance. If the City is required to pay Tax Increment to the County or any other governmental entity pursuant to Section 469.1771 of the TIF Act, or any other provision of the TIF Act, by reason of any Developer act or omission that is substantially inconsistent with or contrary to the terms of this Agreement, the Developer agrees, for itself and its successors and assigns, to reimburse a similar amount to the City within sixty (60) days' written notice from the City provided that the City may not require said payment so long as the demand for reimbursement is being contested and has not been finally adjudicated. This obligation to reimburse Tax Increment to the City shall run with the Development Property, and each subdivided part thereof, and shall bind the Developer and its successors and assigns. The City is authorized to undertake all necessary legal action to recover said amounts described in this Section from the Developer. Any sum owed under this Section but not reimbursed by the Developer or its successors and assigns shall remain a lien against the Development Property and the Minimum Improvements, or any part thereof, until paid.

Section 7.3. Developer Acknowledgments Concerning Taxes.

(a) The Developer agrees that prior to the Maturity Date it will not take any of the following actions that would cause a reduction in the Assessor's Market Value of the Development Property to fall below \$22,400,000.00: (1) it will not seek administrative review or judicial review of the applicability of any tax statute 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, including delinquent tax proceedings; (2) it will not seek administrative review or judicial review of the constitutionality of any tax statute 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; (3) it will not cause a reduction in the Assessor's Market Value of the Development Property below the amount of \$22,400,000.00 through: (A) willful destruction of the Development Property or any part thereof; (B) willful refusal to reconstruct damaged or destroyed property pursuant to

Section 5.1 of this Agreement; (C) a request to the city assessor of the City or the county assessor of the County to reduce the Assessed Market Value or Assessed Value of all or any portion of the Development Property; (D) a petition to the board of equalization of the City or the board of equalization of the County to reduce the Assessed Market Value or Assessed Value of all or any portion of the Development Property; (E) a petition to the board of equalization of the State or the commissioner of revenue of the State to reduce the Assessed Market Value or Assessed Value of all or any portion of the Development Property; (F) an action in a District Court of the State or the Tax Court of the State pursuant to Minnesota Statutes, Chapter 278, seeking a reduction in the Assessed Market Value or Assessed Value of the Development Property; (G) an application to the commissioner of revenue of the State requesting an abatement of real property taxes pursuant to Minnesota Statutes, Chapter 270; and (H) any other proceedings, whether administrative, legal or equitable, with any administrative body within the City, the County, or the State or with any court of the State or the federal government. The Developer shall not, prior to the Maturity Date, apply for a deferral of property tax on the Development Property pursuant to Minnesota Statutes Section 469.181.

(b) The Developer further agrees for itself, its successor and assigns that it will not convey or transfer or allow conveyance or transfer of the Developer's interest in the Development Property to any entity that is exempt from payment of real property taxes under State law (other than any portion thereof dedicated or conveyed to the City in connection with any subsequent replatting of the Development Property).

Section 7.4. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the completion of the Minimum Improvements through issuance of the TIF Note. The Developer understands that the Tax Increment pledged to payment of the TIF Note is derived from real estate taxes on the Development Property and the Minimum Improvements, which taxes must be promptly, timely and fully paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to State Statute to pay real estate taxes, that it is also obligated by reason of this Agreement, through the Termination Date, to pay before delinquency all ad valorem taxes and special assessments levied on the Development Property and the Minimum Improvements. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes, and any penalty or interest thereon, and to pay over the same as a tax payment to the County. In any such suit, the City shall also be entitled to recover from the Developer the City's costs, expenses and reasonably attorney fees. Nothing in this Section shall prevent the Developer from contesting the amount of real estate taxes (whether because of valuation, classification or otherwise, but subject always to the requirements and restrictions of the Assessment Agreement) in accordance with state law.

Section 7.5. Assessment Agreement. Prior to conveyance of the Development Property pursuant to Article III of this Agreement, the Developer and the City shall enter into an Assessment Agreement, substantially in the form of the Assessment Agreement contained in

Schedule F of this Agreement. The Assessment Agreement shall establish a Minimum Market Value for the Development Property and the completed Minimum Improvements.

ARTICLE VIII

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER, INDEMNIFICATION

Section 8.1. Representation as to Development. The Developer represents and agrees that its purchase of the Development Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further recognizes that, in view of (a) the importance of the development of the Development Property to the general welfare of the community; (b) the substantial financing and other public aids that have been made available by the City for the purpose of making such development possible; and (c) the fact that prior to the issuance of the Certificate of Completion any act or transaction involving or resulting in a significant change in the identity of the parties in control of the Developer or the degree of their control is for practical purposes a transfer or disposition of the property then owned by the Developer, the qualifications and identity of the Developer, and its shareholders, are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed relating to the construction of the Minimum Improvements. This section, however, shall not be construed to prohibit the merger of the Developer with another company or any transfer to an Affiliate.

Section 8.2. Prohibition Against Transfer of Development Property and Assignment of Agreement. Also, for the foregoing reasons the Developer represents and agrees that prior to the Termination Date:

(a) Except for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to constructing the Minimum Improvements and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval will not be unreasonably withheld, conditioned or delayed.. If the Developer remains liable and bound by this Agreement, the City's approval is not required. Any such transfer shall be subject to the provisions of this Agreement.

(b) Notwithstanding the foregoing, the Developer may transfer the Development Property to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Developer so long as the entity is an Affiliate. , with each such transfer to an Affiliate of the Developer subject to the provisions of this Agreement, and the original Developer entity shall remain liable and bound hereby.

(c) Except as set forth in Section 8.2(a), and except in the case of a foreclosure or deed in lieu of foreclosure after completion of the Minimum Improvements in accordance with Article IV hereof, the City shall be entitled to require, as conditions to any approval of any Transfer of this Agreement, the Development Property, the Minimum Improvements, or applicable portion thereof in connection therewith, that:

(i) any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(ii) 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;

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

(iv) the Developer and its transferees shall comply with such other conditions as the City may reasonably require in order to achieve and safeguard the purposes of the Act, the TIF Act and this Agreement; and

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

(d) The Developer agrees to pay all reasonable legal fees and expenses of the City, including fees of legal counsel retained by the City to review the documents submitted to the City in connection with any Transfer.

(e) Nothing contained in this Section shall prohibit the Developer, without the consent or approval of the City, from (i) entering into leases with tenants in the ordinary course of business, (ii) entering into easement or other agreements necessary for the operation of the Minimum Improvements, or (iii) admitting or removing members or transferring direct or indirect membership interests in the Developer in accordance with the applicable organizational documents.

(f) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article

VII, shall be in a form reasonably satisfactory to the City. In the event the foregoing conditions are satisfied then the Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned or otherwise conveyed.

(g) Notwithstanding the foregoing, the Developer may transfer the Development Property to an Affiliate subject to the provisions of this Agreement, and the original Developer entity shall remain liable and bound hereby.

In the event the foregoing conditions are met to the satisfaction of the City, in its reasonable discretion, then the Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned or otherwise conveyed.

Section 8.3. Approvals. Any approval required to be given by the City under this Article VII of this Agreement may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement will be materially impaired by the action for which approval is sought.

Section 8.4. Subordination.

(a) The City recognizes that the Developer intends to finance the construction of the Project (the "Construction Loan"), that in order to do so the Lender may require a first mortgage or other lien ("Mortgage") on the Development Property which is prior (including the Revesting of Title afforded the City under Section 9.3) to the Deed, and that the City may be requested to subordinate such rights.

(b) The City will agree that the Lender of the Construction Loan shall have the right to cure or remedy any breach or default of the Developer, provided the Lender has first expressly assumed the obligations to the City (by written agreement satisfactory to the City) to complete the Minimum Improvements on the Development Property or the part thereof which is subject to the lien of the Mortgage. Upon request of the City, the Lender will agree to notify the City of any default of the Developer under the terms of the Construction Loan. The City shall have the right, at its option, to cure or remedy any breach or default with respect to the Construction Loan and shall have any redemption rights in the event of foreclosure.

(c) Additional conditions for the City subordinating its interests in this Agreement and approving a Mortgage include the following:

(i) The Construction Loan proceeds will be used solely for the design, development and construction of the Minimum Improvements;

(ii) The Construction Loan proceeds will be disbursed by a title company pursuant to a construction loan disbursing or similar agreement among the Developer, the Lender and the title company whereby the title company will coordinate the payment for all work which may give rise to mechanics' liens;

(iii) The City shall have the right to review the Construction Loan documents to reasonably satisfy itself that sufficient funds are or will be available to complete construction of the Minimum Improvements;

(iv) Developer agrees to cause any such Mortgage to include an agreement by the Mortgagor to provide notice to the City of any defaults by Developer under the Mortgage prior to completion of the Minimum Improvements.

(d) Upon the Developer's performing the above conditions, the City agrees that any and all rights of the City under this Agreement and the Deed shall be subordinate to the rights of the Lender, including without limitation (i) any and all rights of the City to the payment or use of the net proceeds of insurance; and (ii) any and all rights of the City to re-enter and retake possession of the Development Property and to re-vest in the City the estate conveyed by the Deed shall be subject and subordinate to the lien of the Mortgage and to the rights, interests and remedies of the Lender and its successors and assigns (including the purchaser at any foreclosure sale or the transferee of any transfer in lieu of foreclosure) under the Mortgage. The City further covenants and agrees that a purchaser at a foreclosure sale or the transferee of any transfer in lieu of foreclosure shall take title to the mortgaged property free and clear of all rights of the City and its successors and assigns under this Agreement.

(e) The City further agrees that at the time of closing of the Construction Loan, it will enter into a subordination agreement in accordance with this Section in form and content reasonably acceptable to the Lender.

Section 8.5. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof (collectively, the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for the negligence of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or 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 this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who

may be about the Development Property or Minimum Improvements due to any act of negligence of any person other than the Indemnified parties.

(d) None of the Indemnified Parties shall be liable to the Developer or to any third party for any consequential or other damages that may arise out of delays of any kind relating to activities undertaken pursuant to this Agreement, including but not limited to delays due to environmental conditions, court challenges or elements outside the control of the City.

(e) 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 in the individual capacity thereof.

(f) Notwithstanding anything else contained in the foregoing to the contrary, none of the foregoing indemnifications of the City shall include or be deemed to include any matter which arises out of or is due to the responsibility or obligation of the City under this Agreement.

(g) Nothing in this Section is intended to waive any municipal liability limitations contained in Minnesota Statutes, particularly Chapter 466.

ARTICLE IX EVENTS OF DEFAULT

Section 9.1. 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 (unless the context otherwise provides), any one or more of the following events and the passing of any applicable cure period

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement or to pay when due ad valorem taxes on the Development Property.

(b) The Developer:

(i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law;

(ii) the Developer institutes voluntary proceedings in bankruptcy, (ii) involuntary proceedings in bankruptcy shall be instituted against the Developer that are not discharged within one hundred twenty (120) days thereafter, (iii) any proceedings shall be instituted by or against the Developer under any Law relating to insolvency or bankruptcy reorganization, and in the case of an involuntary proceeding, that is not discharged within one hundred twenty (120) days after filing, (iv) a trustee or receiver

shall be appointed for the Developer by any court of competent jurisdiction, or (v) the Developer shall make a general assignment for the benefit of its creditors;

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

(iv) is adjudicated as bankrupt or insolvent.

(c) Prior to the Maturity Date, the Developer appeals or challenges the Minimum Market Value of the Development Property or the Minimum Improvements under this Agreement or the Assessment Agreement, except as otherwise permitted in Article VI hereof.

(d) The Developer fails to comply with the requirements of the Declaration.

(e) Subject to Unavoidable Delays, failure by the Developer to commence, diligently pursue and complete construction of the Minimum Improvements, or portions thereof, pursuant to the terms, conditions and limitations of this Agreement.

(f) Failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(g) If any warranty or representation by the Developer in this Agreement is untrue in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may take any one or more of the following actions and unless otherwise provided such actions may be taken only after providing thirty (30) days written notice to the Developer of the Event of Default and the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under the Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement. This suspension shall not, however, extend the time period during the Developer must complete the Minimum Improvements;

(b) Cancel and rescind this Agreement and the TIF Note; provided, however, the City agrees that it will not exercise this remedy for a period of up to one hundred eighty (180) days after giving written notice to the Developer if the Developer has commenced to cure the Event of Default within the 30-day period after such notice and is diligently pursuing a cure of the default;

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due or damages arising

under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Upon an Event of Default by the Developer, the City or the Developer shall have the right to request a meet and confer process. Such process may be exercised concurrently with, in addition to, or in lieu of, the exercise of any other remedies and shall not preclude the subsequent exercise of any remedies. To initiate the meet and confer process, written notice shall be provided by the party requesting a meet and confer process. Thereafter, the parties shall meet and confer in an attempt to remedy and resolve the Developer Event of Default. The parties shall meet a minimum of three (3) times within a thirty (30) day period and shall work in good faith to attempt to remedy and resolve the Developer Event of Default.

Section 9.3. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. The City shall have the rights provided in this Section, in the Event that subsequent to the execution and delivery of the Deed and prior to the earlier of; (i) the receipt by Developer of the Certificate of Completion; or (ii) the Termination Date:

(a) subject to Unavoidable Delays, the Developer shall fail to complete construction of the Minimum Improvements in conformity with this Agreement and such failure shall not be cured pursuant to Article VIII, or within a reasonable amount of time thereafter if Developer is diligently proceeding with the construction of the Minimum Improvements;

(b) the Developer fails to pay real estate taxes or assessments on the Development Property or any part thereof when due from the Developer or creates, suffers, assumes, or agrees to any encumbrance or lien on the Development Property which is unauthorized by this Agreement and has priority over the City's rights under this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' liens, or any other unauthorized encumbrance or lien to attach to the Development Property, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions reasonably satisfactory to the City made for such payment, removal, or discharge within ninety (90) days after written demand by the City to do so; provided, that if the Developer shall first notify the City of its intention to do so, it may in good faith contest any real estate taxes or any mechanics' or other lien and, in such event, the City shall permit such taxes or mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the City with a bank letter of credit or other security in the amount of the taxes or the lien, in a form reasonably satisfactory to the City pursuant to which the bank or other obligor will pay to the City the amount of such taxes or lien in the event that the taxes or the lien is finally determined to be valid. During the course of such contest the Developer shall keep the City informed respecting the status of such defense; or

(c) there is, in violation of this Agreement, any transfer of the Development Property or any part thereof, and such violation is not cured within ninety (90) days after written demand to the Developer.

The City shall provide written notice to Developer and provide Developer thirty (30) days to cure the deficiency or default under this Agreement, unless a longer cure period is afforded Developer under this Agreement, including the cure period set forth in Section 9.2(b). If the Developer fails to cure any and all deficiencies and defaults, then the City, subject to the subordination obligations set forth in Section 8.4 shall have the right to re-enter and re-take possession of the Development Property and to terminate (and revert in the City) the estate conveyed by any Deed to the Developer, it being the parties' intent that the conveyance of the Development Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default on the part of the Developer and failure on the part of the Developer to remedy such default within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title and all the rights and interest in and to the Development Property conveyed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Development Property, shall revert to the City, but only if the events stated in this Section have not been cured within the time periods provided above.

The City shall have no right to re-enter or retake title to and possession of any part of the Development Property for which a Certificate of Completion has been issued or following the Termination Date.

Section 9.4. No Remedy Exclusive. No remedy 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. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VIII or as otherwise provided in this Agreement.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.6. Attorney's Fees. Whenever any Event of Default occurs and either the City or the Developer shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer or the City under this Agreement, the Developer and the City agree that it shall, within thirty (30) days of written demand by the other party pay to the other party the reasonable fees of such attorneys and such other expenses so incurred by such party; provided, that the Developer or the City shall only be obligated to make such reimbursement if the other party prevails in such collection or enforcement action.

Section 9.7. Resale of Reacquired Development Property; Disposition of Proceeds.

Upon revesting in the City of title to any parcel of the Development Property or any part thereof as provided above, the City shall have no further responsibility to the Developer hereunder with respect to that or any subsequent parcel, and the City may sell or otherwise devote said parcels to such other uses as the City in its sole discretion determines.

Section 9.8. Risk of Certain Losses; Unavoidable Delay. The non-occurrence of any condition under this Agreement shall not give rise to any right otherwise provided in this Agreement when such failure or non-occurrence is due to the occurrence of an Unavoidable Delay event and without the fault of the Party claiming an extension of time to perform or excuse from performance. Without limitation of and in addition to the foregoing, if a Party hereto shall be delayed or hindered or prevented from the performance of any obligation required under this Agreement by reason of an Unavoidable Delay event, then the performance of such obligation shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. An extension of time for any such cause, if any, shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause; provided, however, that if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. The Party claiming an Unavoidable Delay event shall remedy the Unavoidable Delay event with all reasonable dispatch and shall make commercially reasonable efforts to avoid the adverse impacts thereof and to resolve the event or occurrence once it has occurred in order to resume performance. As soon as the Party claiming an Unavoidable Delay event is able to resume performance of all or a portion of its obligations excused as a result of the occurrence of Unavoidable Delay, such Party shall give prompt notice thereof to the other Party. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the parties. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Agreement.

Section 9.9. Developer Remedies on City Events of Default. Whenever any Event of Default occurs by the City, Developer may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement, including an action for specific performance.

**ARTICLE X.
ADDITIONAL PROVISIONS**

Section 10.1. Restrictions on Use. The Developer agrees for itself and its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall devote Development Property to, and only to, and in accordance with, the uses specified in the City Code.

Section 10.2. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in

the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.3. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement it will comply with all applicable federal, state and local equal employment and nondiscrimination laws and regulations.

Section 10.4. 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 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 personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer or any successors in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 10.5. Waiver and Release by Developer. The Developer hereby waives, releases and forever discharges the City from any claim for costs incurred in preliminary plans, specifications, professional fees or legal fees in connection with the Project.

Section 10.6. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.7. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested or delivered personally; and

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

Anchor View, LLC
3601 18th Street South
St. Cloud, MN 56301
Attn.: Roger Fink
Email: rogerf@tridentdevelopmentmn.com

with a copy to:

Siegel Brill, P.A.
100 Washington Av. So., Suite 1300
Minneapolis, MN 55401
Attn: Anthony J. Gleekel, Esq.
Email: tonygleekel@siegelbrill.com

(b) In the case of the City, is addressed or delivered personally to:

City of North St. Paul
2400 Margaret St.
North St. Paul, Minnesota, 55109
Attn: City Manager

with a copy to:

Andrea McDowell Poehler
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

(c) Either Party may, upon written notice to the other Party, change the address to which such notices and demands are made.

Section 10.8. Disclaimer of Relationship. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner or joint venture between the City and the Developer.

Section 10.9. Covenants Running with the Land. The terms and provisions of this Agreement shall be deemed to be covenants running with the Development Property and shall be binding upon any successors or assigns of the Developer and any future owners or encumbrancers of the Development Property.

Section 10.10. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.11. Law Governing. This Agreement will be governed and construed in accordance with the laws of Minnesota.

Section 10.12 Re-execution of Documents. The City and the Developer agree to re-execute any documents that may be necessary to correct an error or to enable said document to be filed of record.

Section 10.13. Estoppel Certificate. Each Party, respectively, agrees that at any time and from time to time within ten (10) Business Days after receipt of a written request by the other Party, to execute, acknowledge and deliver to such Party a statement in writing and in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments certifying: (a) that this Agreement is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that no Party is in default under any provisions of this Agreement or, if there has been a default, the nature of such default; (c) that all work to be performed under this Agreement has been performed or, if not so performed, specifying the work to be performed; and (d) as to any other matter that the requesting Party or a prospective mortgagee or other lender shall reasonably request. It is intended that any such statement may be relied upon by any Person, prospective mortgagee of, or assignee of any mortgagee of, such interest.

Section 10.14. Business Subsidy Agreement. The Parties have determined that a business subsidy agreement within the meaning of the Minnesota Business Subsidy Act, Minnesota Statutes sections 116J.993 through 116J.995, is not required in accordance with the exception contained in the Minnesota Business Subsidy Act, Minnesota Statutes section 116J.993, subdivision 3(7).

Section 10.15. Termination. This Agreement shall terminate upon the discharge of all of the City's and Developer's respective obligations hereunder, including the issuance of a Certificate of Completion, but no such termination shall terminate any indemnification or other rights or remedies arising hereunder due to any Event of Default which occurred and was continuing prior to such termination.

*[Remainder of page intentionally left blank]
[Signature pages to follow]*

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

CITY OF NORTH ST. PAUL

By: _____
Terrence J. Furlong, Its Mayor

By: _____
Scott A. Duddeck, Its City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Terrence J. Furlong and Scott A. Duddeck, respectively, the Mayor and City Manager, of the City of North St. Paul, a Minnesota municipal corporation, on its behalf.

Notary Public

ANCHOR VIEW, LLC

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of Anchor View, LLC, a Minnesota limited liability company, on its behalf.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

SCHEDULE A

Description of Development Property

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof.

SCHEDULE B
FORM OF TIF NOTE

No. R-1

\$2,400,000

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

TAX INCREMENT REVENUE NOTE

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 Anchor View, LLC, a Minnesota limited liability company, or registered assigns (the “Owner”), 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 Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), as provided in that certain Contract for Private Development, dated as of _____, 2020, as the same may be amended from time to time (“Development Agreement”), by and between the City and the Owner. This Note shall be deemed validly issues and the unpaid principal amount hereof shall bear interest from the date that the Owner has submitted to the City and the City has determined that the requirements for issuance of the TIF Note have been met in compliance with the terms of the Development Agreement at the simple non-compounded rate of Four and 00/100 percent (4%) per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve (12) 30-day months. All capitalized but undefined terms herein shall be defined as in the Development Agreement.

The amounts due under this Note shall be payable on each August 1 and February 1, commencing on August 1, 2022 and thereafter to and including the Termination Date, or, if the first payment date should not be on a Business Day, the payment shall be made on 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 (or, with respect to the first Payment Date, in the period commencing on the date of issuance of this Note through the day that is prior to the first Payment Date). All payments made by the City under this Note shall be applied to accrued interest and then to principal. This Note is pre-payable by the City, without penalty, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from Available Tax Increment derived from the Development Property within the City's Tax Increment Financing District No. 4-10 (the "TIF District") within its Municipal Development District No. 4, which is paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 459.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act"). This Note shall terminate and be of no further force and effect following the Termination Date.

Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or the Agreement are for the benefit of the City, and are not intended as representations on which the Owner or Developer may rely.

THE CITY MAKES NO REPRESENTATION OR WARRANTY THAT THE AVAILABLE TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF THIS NOTE. If the event Tax Increment is not sufficient, the City is not responsible to further fund or reimburse the Developer (or its assigns or creditors) for any such shortfall. The City is not responsible to fund or reimburse any obligation of the Developer (or its assigns or creditors) unless expressly stated in this Agreement.

Subject to the of the Development Agreement, the City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development 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 Development Agreement the City elects, subject to the provisions of Section 9.2 of the Development Agreement, to cancel and rescind the Development 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 Development Agreement, including without limitation Section 6.2 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 source 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 Increment, is or shall be a source of payment of the City's obligations.

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 TIF Act.

This Note may be assigned only with the consent of the City, which the City shall grant if the terms and conditions in the Development Agreement regarding transfer are satisfied. In order to assign this 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 authority limitation thereon.

IN WITNESS WHEREOF, the City of North St. Paul has caused this Note to be executed by the manual signatures of its Mayor and City Manager of the City and has caused this Note to be issued dated _____, 20__.

Scott A. Duddeck, City Manager

Terrence J. Furlong, Mayor

**DO NOT EXECUTE UNTIL EVIDENCE OF QUALIFIED COSTS ARE GIVEN TO THE CITY –
REFER TO SECTION 6.2 OF THE DEVELOPMENT AGREEMENT**

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on _____, 20__, was on said date registered in the name of Anchor View, LLC., a Minnesota limited liability company, and that at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF
CITY ADMINISTRATOR

Anchor View, LLC

_____, 20__

_____, 20__

SCHEDULE C

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this “Declaration”) dated as of _____, 20____, by **ANCHOR VIEW, LLC**, a Minnesota limited liability company (the “Developer”), in favor of the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (the “City”).

RECITALS

WHEREAS, the City entered into that certain Contract for Private Development, dated _____, 20____, filed _____, 20____ in the Office of the Registrar of Titles for Ramsey County as Document No. _____ (the “Contract”), between the City of North St. Paul and the Developer; and

WHEREAS, pursuant to the Contract, the Developer is obligated to cause construction of approximately 128 housing units of rental housing (the “Project”) on the property described in Exhibit A attached hereto (the “Property”), and to cause compliance with certain affordability covenants described in Section 4.6 of the Contract; and

WHEREAS, in consideration of the City’s conveyance of the Property to the Developer and the requirements of Tax Increment Financing District No. 4-10, Section 4.6 of the Contract requires that the Developer cause to be executed an instrument in recordable form substantially reflecting the covenants set forth in Section 4.6 of the Contract; and

WHEREAS, the Developer intends, declares, and covenants that the restrictive covenants set forth herein shall be and are covenants running with the Property during the Qualified Project Period (as defined herein) and binding upon all subsequent owners of the Property for such period, and are not merely personal covenants of the Developer; and

WHEREAS, capitalized terms in this Declaration have the meaning provided in the Contract unless otherwise defined herein.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer agrees as follows:

1. Term of Restrictions.

(a) **Occupancy Restrictions.** The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the date the Project receives a certificate of occupancy. The period from commencement to termination is the “Qualified Project Period.”

(b) Termination of Declaration. This Declaration shall automatically terminate upon the date that is twenty five (25) years after the commencement of the Qualified Project Period.

(c) Removal from Real Estate Records. Upon termination of this Declaration, the City shall, upon request by the Developer or its assigns, file any document appropriate to remove this Declaration from the real estate records of Ramsey County, Minnesota.

2. Project Restrictions.

(a) The Developer represents, warrants, and covenants that:

(i) All leases of units to Qualifying Tenants (as defined in Section 3(a)(i) hereof) shall contain clauses, among others, wherein each individual lessee:

(1) Certifies the accuracy of the statements made in its application and Eligibility Certification (as defined in Section 3(a)(ii) hereof); and

(2) Agrees that the family income at the time the lease is executed shall be deemed a substantial and material obligation of the lessee's tenancy, that the lessee will comply promptly with all requests for income and other information relevant to determining Qualifying Tenant status from the Developer or the City, and that the lessee's failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the lessee's tenancy.

(ii) The Developer shall permit during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect the books and records of the Developer pertaining to the income of Qualifying Tenants residing in the Project, but no more than two (2) times per year.

3. Occupancy Restrictions.

(a) Tenant Income Provisions. The Developer represents, warrants, and covenants that:

(i) Qualifying Tenants. From the commencement of the Qualified Project Period, at least twenty percent (20%) of the rental housing units in the Project ("Rental Housing Units") shall be occupied (or treated as occupied as provided herein) or held vacant and available for occupancy by Qualifying Tenants. Qualifying Tenants shall mean those persons and families who shall be determined from time to time by the Developer to have combined adjusted income that does not exceed fifty percent (50%) of the Minneapolis-St. Paul metropolitan statistical area (the "Metro Area") median income for the applicable calendar year adjusted for family size. For purposes of this definition, the occupants of a residential unit shall not be deemed to be Qualifying Tenants if all the occupants of such residential unit at any time are "students," as defined in Section 151(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), not entitled to an exemption under the Code. The determination of whether an individual or family are Qualifying Tenants shall be made at the

time the tenancy commences and on an ongoing basis thereafter, determined annually. If during their tenancy a Qualifying Tenant's income exceeds one hundred forty percent (140%) of the maximum income of the Qualifying Tenant, the next available unit (determined in accordance with the Code and applicable regulations) (the "Next Available Unit Rule") must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next Available Unit Rule is violated, the Next Available Unit will not continue to be treated as a Qualifying Unit. The annual recertification and Next Available Unit Rule requirements of this paragraph shall not apply to a given year if, during such year, no residential unit in the Project is occupied by a new resident whose income exceeds the applicable income limit for Qualifying Tenants.

(ii) **Certification of Tenant Eligibility.** As a condition to initial and continuing occupancy, each person who is intended to be a Qualifying Tenant shall be required annually to sign and deliver to the Developer a Certification of Tenant Eligibility substantially in the form attached as Exhibit B hereto, or in such other form as may be approved by the City (the "Eligibility Certification"), in which the prospective Qualifying Tenant certifies that he or she is a Qualifying Tenant. In addition, such person shall be required to provide whatever other information, documents, or certifications are deemed necessary by the City to substantiate the Eligibility Certification, on an ongoing annual basis, and to verify that such tenant continues to be a Qualifying Tenant within the meaning of Section 3(a)(i) hereof. Eligibility Certifications will be maintained on file by the Developer with respect to each Qualifying Tenant who resides in a Project unit or resided therein during the immediately preceding calendar year.

(iii) **Lease.** The form of lease to be utilized by the Developer in renting any Rental Housing Units in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Eligibility Certification.

(iv) **Annual Report.** The Developer covenants and agrees that during the Qualified Project Period, it will prepare and submit to the City on or before April 1 of each year, a certificate substantially in the form of Exhibit C hereto, executed by the Developer, (a) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants in the Project, including the percentage of the Rental Housing Units which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of such certificate; (b) describing all transfers or other changes in ownership of the Project or any interest therein; and (c) stating, that to the best knowledge of the person executing such certificate after due inquiry, all such units were rented or available for rental on a continuous basis during such year to members of the general public and that the Developer was not otherwise in default under this Declaration during such year.

(v) **Notice of Non-Compliance.** The Developer will promptly notify the City if at any time during the term of this Declaration the number of Rental Housing Units required to

be occupied by Qualifying Tenants are not occupied by or are not available for occupancy by Qualifying Tenants as required by the terms of this Declaration.

4. Notice of Sale. In consideration for the tax increment assistance provided for the Project, the Developer agrees to provide the City with at least thirty (30) days' notice of any proposed sale of the Minimum Improvements.

5. Transfer Restrictions. The Developer covenants and agrees that the Developer will cause or require as a condition precedent to any conveyance, transfer, assignment, or any other disposition of the Project prior to the termination of the Occupancy Restrictions provided herein (the "Transfer") that the transferee of the Project pursuant to the Transfer assume in writing, in a form acceptable to the City, all duties and obligations of the Developer under this Declaration, including this Section 5, in the event of a subsequent Transfer by the transferee prior to expiration of the Occupancy Restrictions provided herein (the "Assumption Agreement"). The Developer shall deliver the Assumption Agreement to the City prior to the Transfer.

6. Enforcement.

(a) The Developer shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the City to inspect any books and records of the Developer regarding the Project with respect to the incomes of Qualifying Tenants.

(b) The Developer shall submit any other information, documents or certifications requested by the City, which the City deems reasonably necessary to substantial continuing compliance with the provisions specified in this Declaration.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Declaration is to ensure compliance of the property with the housing affordability covenants set forth in Section 4.6 of the Contract, and by reason thereof, the Developer, in consideration for conveyance of the Property by the City under the Contract that makes possible the construction of the Project on the Property and the requirements of Tax Increment Financing District No. 4-10, hereby agrees and consents that the City shall be entitled, upon any breach of the provisions of this Declaration, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Developer of its obligations under this Declaration in a state court of competent jurisdiction. The Developer hereby further specifically acknowledges that the City cannot be adequately compensated by monetary damages in the event of any default hereunder.

(d) The Developer understands and acknowledges that, in addition to any remedy set forth herein for failure to comply with the restrictions set forth in this Declaration, the City may exercise any remedy available to it under Article VIII of the Contract.

7. Indemnification. The Developer hereby indemnifies, and agrees to defend and hold harmless, the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of

any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Developer to comply with the terms of this Declaration, or on account of any representation or warranty of the Developer contained herein being untrue.

8. Agent of the City. The City shall have the right to appoint an agent to carry out any of its duties and obligations hereunder, and shall inform the Developer of any such agency appointment by written notice.

9. Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

10. Notices. All notices to be given pursuant to this Declaration must be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. The Developer and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent. The initial addresses for notices and other communications are as follows:

DEVELOPER: Anchor View, LLC
 3601 18th Street South
 St. Cloud, MN 56301
 Attn.: Roger Fink
 Email: rogerf@tridentdevelopmentmn.com

CITY: City of North St. Paul
 2400 Margaret St.
 North St. Paul, Minnesota, 55109
 Attn: City Manager

11. Governing Law. This Declaration shall be governed by the laws of the State of Minnesota and, where applicable, the laws of the United States of America.

12. Attorneys' Fees. Whenever any Event of Default occurs and if the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, and the City prevails in the action, the Developer agrees that it will, within thirty days of written demand by the City, pay to the City the reasonable fees of the attorneys and the other expenses so incurred and paid for by the City.

13. Declaration Binding. This Declaration and the covenants contained herein shall run with the real property comprising the Project and shall bind the Developer and its successors and assigns and all subsequent owners of the Project or any interest therein, and the benefits shall inure to

the City and its successors and assigns for the term of this Declaration as provided in Section 1(b) hereof.

[Signatures on the Next Pages]

IN WITNESS WHEREOF, the Developer has caused this Declaration of Restrictive Covenants to be signed by its respective duly authorized representatives, as of the day and year first written above.

ANCHOR VIEW, LLC

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Anchor View, LLC, a Minnesota limited liability company, on its behalf.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

EXHIBIT A
TO DECLARATION OF RESTRICTIVE COVENANTS

Legal Description

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof.

EXHIBIT B
TO DECLARATION OF RESTRICTIVE COVENANTS

Certification of Tenant Eligibility

Project: _____

Developer: Anchor View, LLC

Unit Type: _____ Studio _____ 1 BR _____ 2 BR

1. I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons (including minors) who are to occupy the unit in the above apartment development for which application is made, all of whom are listed below:

Name of Members of the Household	Relationship To Head of Household	Age	Place of Employment
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Income Computation

2. The anticipated income of all the above persons during the 12-month period beginning this date,

(a) including all wages and salaries, overtime pay, commissions, fees, tips and bonuses before payroll deductions; net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness); interest and dividends; the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts; payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay; the maximum amount of public assistance available to the above persons; periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling; and all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; but

(b) excluding casual, sporadic or irregular gifts; amounts which are specifically for or in reimbursement of medical expenses; lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses; amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment, but in either case only to the extent used for such purposes; special pay to a serviceman head of a family who is away from home and exposed to hostile fire; relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; foster child care payments; the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged for the allotments; and payments received pursuant to participation in ACTION volunteer programs, is as follows: \$_____.

3. If any of the persons described above (or whose income or contributions was included in item 2) has any savings, bonds, equity in real property or other form of capital investment, provide:

(a) the total value of all such assets owned by all such persons: \$_____;

(b) the amount of income expected to be derived from such assets in the 12 month period commencing this date: \$_____; and

(c) the amount of such income which is included in income listed in item 2: \$_____.

4. (a) Will all of the persons listed in item 1 above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

Yes _____

No _____

(b) Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?

Yes _____

No _____

THE UNDERSIGNED HEREBY CERTIFY THAT THE INFORMATION SET FORTH ABOVE IS TRUE AND CORRECT. THE UNDERSIGNED ACKNOWLEDGE THAT THE LEASE FOR THE UNIT TO BE OCCUPIED BY THE UNDERSIGNED WILL BE CANCELLED UPON 10 DAYS WRITTEN NOTICE IF ANY OF THE INFORMATION ABOVE IS NOT TRUE AND CORRECT.

Head of Household

Spouse

FOR COMPLETION BY OWNER
(OR ITS MANAGER) ONLY

1. Calculation of Eligible Tenant Income:

(a) Enter amount entered for entire household in 2 above: \$_____

(b) If the amount entered in 3(a) above is greater than \$5,000, enter the greater of (i) the amount entered in 3(b) less the amount entered in 3(c) or (ii) 10% of the amount entered in 3(a): \$_____

(c) TOTAL ELIGIBLE INCOME (Line 1(a) plus Line 1(b)): \$_____

2. The amount entered in 1(c) is less than or equal to _____ 50% of median income for the area in which the Project is located, as defined in the Declaration. 50% is necessary for status as a "Qualifying Tenant" under Section 3(a) of the Declaration.

3. Number of apartment unit assigned: _____.

4. This apartment unit was _____ was not _____ last occupied for a period of at least 31 consecutive days by persons whose aggregate anticipated annual income as certified in the above manner upon their initial occupancy of the apartment unit was less than or equal to 50% of Median Income in the area.

5. Check as applicable: _____ Applicant qualifies as a Qualifying Tenant (tenants of at least __ units must meet), or _____ Applicant otherwise qualifies to rent a unit.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE HAS NO KNOWLEDGE OF ANY FACTS THAT WOULD CAUSE HIM/HER TO BELIEVE THAT ANY OF THE INFORMATION PROVIDED BY THE TENANT MAY BE UNTRUE OR INCORRECT.

ANCHOR VIEW, LLC

By: _____

Name: _____

Its: _____

EXHIBIT C
TO DECLARATION OF RESTRICTIVE COVENANTS

Certificate of
Continuing Program Compliance

Date: _____, _____.

The following information with respect to the Project located at _____, North St. Paul, Minnesota (the "Project"), is being provided by Anchor View, LLC (the "Developer") to the City of North St. Paul, Minnesota (the "City"), pursuant to that certain Declaration of Restrictive Covenants, dated _____, 20____ (the "Declaration"), with respect to the Project:

(A) The total number of residential units which are available for occupancy is _____. The total number of such units occupied is _____.

(B) The following residential units (identified by unit number) have been designated for occupancy by "Qualifying Tenants," as such term is defined in the Declaration (for a total of _____units):

Studio Units:

1 BR Units:

2 BR Units:

(C) The following residential units which are included in (B) above, have been redesignated as units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City by the Developer:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Name of Tenant	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Income	Date of Initial Occupancy
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						

(E) The Developer has obtained a “Certification of Tenant Eligibility,” in the form provided as Exhibit B to the Declaration, from each Tenant named in (D) above, and each such Certificate is being maintained by the Developer in its records with respect to the Project. Attached hereto is the most recent “Certification of Tenant Eligibility” for each Tenant named in (D) above who signed such a Certification since _____, _____, the date on which the last “Certificate of Continuing Program Compliance” was filed with the City by the Developer.

(F) In renting the residential units in the Project, the Developer has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the residential units in the Project have been rented pursuant to a written lease.

(G) The information provided in this “Certificate of Continuing Program Compliance” is accurate and complete, and the Developer has no actual knowledge that any of the information provided herein, or in any “Certification of Tenant Eligibility” obtained from the Tenants named herein, is inaccurate or incomplete in any respect.

(H) The Project is in continuing compliance with the Declaration.

(I) The Developer certifies that as of the date hereof at least _____ of the residential dwelling units in the Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Developer, on _____, 20____

ANCHOR VIEW, LLC

By: _____

Name: _____

Its: _____

SCHEDULE D

Certificate of Completion

WHEREAS, the City of North St. Paul, a Minnesota municipal corporation (the "City") and Anchor View, LLC, a Minnesota limited liability company (the "Developer"), entered into that certain Contract for Private Development by and between the City and Developer, dated __ day of _____, 2020, and recorded in the office of the County Recorder in Ramsey County, Minnesota, as Document No. _____, ("Development Contract") for the land legally described as follows:

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof ("Property");

WHEREAS, the Development Contract contains certain covenants and restrictions concerning completion of construction of certain Minimum Improvements as further defined in the Development Contract;

WHEREAS, as required by the Development Contract, the City conveyed the Property to Developer by a deed recorded in the office of the County Recorder in Ramsey County, Minnesota, as Document No. _____ ("Deed"), which Deed included a right of reverter in the event that the Developer failed to complete construction of the Minimum Improvements pursuant to the terms of the Development Contract; and

WHEREAS, the Developer has completed construction of the Minimum Improvements required under the Development Contract in a manner deemed sufficient by the City to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that construction of the Minimum Improvements specified to be done and made by the Developer have been completed and the above covenants and conditions in the Development Contract with respect to the construction of the Minimum Improvements have been performed by the Developer and that the provisions for forfeiture and right to re-entry for breach of condition subsequent by the Developer is hereby released absolutely and forever insofar as it applies to the Property, and the County Recorder or the Registrar of Titles in and for the County of Ramsey and State of Minnesota is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Deed as well as those conditions and covenants in the Development Contract, the breach of which would result in a forfeiture and right of re-entry. Any remaining obligations under the Development Agreement shall be solely contractual obligations of the Developer, its successors and assigns under the Development Agreement, shall not run with nor be a lien against the Development Property.

Dated: _____, 20____.

CITY OF NORTH ST. PAUL, MINNESOTA

By: _____
_____, Mayor

And: _____
_____, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public within and for said County the foregoing instrument was acknowledged by _____ and _____ the _____ and _____ of the City of North St. Paul, a Minnesota municipal corporation.

Notary Public

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

SCHEDULE E

RENTAL HOUSING UNITS BY UNIT TYPE

<u>Unit Type</u>	<u>Number of Units in Minimum Improvements</u>
Studios:	__ units
One Bedroom	__ units
Two Bedroom	__ units

SCHEDULE F
ASSESSMENT AGREEMENT

And

ASSESSOR' S CERTIFICATION

By, Between, and Among the

CITY OF NORTH ST. PAUL,

ANCHOR VIEW, LLC

And

COUNTY ASSESSOR OF THE COUNTY OF RAMSEY

DRAFTED BY:
Campbell Knutson
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

THIS AGREEMENT, dated as of this _____ day of _____, 20__, by and between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (the "City") and **ANCHOR VIEW, LLC**, a Minnesota limited liability company (the "Developer").

WITNESSETH, that

WHEREAS, on or before the date hereof the City and Developer have entered into an Contract for Private Development (the "Development Contract") regarding certain real property located in the City of North St. Paul, pursuant to which the City is to convey to Developer certain property, hereinafter referred to as the Development Property and legally described in Schedule A hereto; and

WHEREAS, it is contemplated that pursuant to said Agreement the Developer will construct a multi-family rental housing facility, consisting of 128 rental units, and associated structured underground and surface parking upon the Development Property; and

WHEREAS, the City and Developer desire to establish a minimum market value for said land and the improvements to be constructed thereon, pursuant to Minnesota Statutes. Section 469.177, Subdivision 8;

WHEREAS, the City and the County Assessor for the County of Ramsey have reviewed the preliminary plans and specifications for the improvements which it is contemplated will be erected;

WHEREAS, Developer and the City request that the Assessor provide a certification substantially in the form attached hereto as Exhibit B.

WHEREAS, the Developer's lender has executed a consent to Consent to Assessment Agreement attached hereto and incorporated herein as Exhibit C.

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

1. The minimum market value which shall be assessed for the land described in Schedule A, with the improvements constructed thereon shall be Five Million Six Hundred Thousand and no/100 Dollars (\$5,600,000.00) on January 2, 2021 and Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000.00) on January 2, 2022 and each year thereafter (the "Minimum Assessed Value"). On each tax assessment date thereafter until the termination date stated in paragraph 2 below, the minimum market value for such land and improvements shall be equal to the minimum market value established for the previous year. The minimum market values established pursuant to this Agreement shall not be affected by incomplete construction or damage or destruction of the Minimum Improvements to be constructed pursuant to the Development Contract. The Development Contract requires the Developer to substantially complete the minimum improvements on or before December 31, 2021, subject to Unavoidable Delays.

2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on the earlier of the following: (i) the date of receipt by the City of the final payment from County of Tax Increment from the TIF District; or (ii) the date when the TIF Note and any interfund loans attributable to the TIF District have been fully paid or defeased in accordance with their terms. The events referred to in this paragraph shall be evidenced by a certificate or affidavit in recordable form executed by the City.

3. This Agreement shall be promptly recorded by the Developer. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of the Development Contract between the City and the Developer.

5. This Agreement and the Minimum Assessed Value (or such higher Assessed Value determined by the Assessor in accordance with Section 7 below) shall continue in full force and effect until the earlier of (i) the TIF District is decertified, defeased or terminated in accordance with its terms; or (ii) the date of full and final payment of the TIF Notes issued under the terms of the Contract) (the "Termination Date"). Upon the earlier of such dates, this Agreement shall automatically terminate and the market values of the Development Property and associated Improvements for ad valorem tax purposes shall be based on the then Assessed Value of the same. The City shall duly execute and record a release of this Agreement upon the written request and sole expense of the Developer or the then holder of fee title to the Development Property or any applicable Lot.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, or any future owners of the Development Property.

7. Nothing herein shall limit the discretion of the County Assessor or any other public official or body having the duty to determine the market value of the Development Property for ad valorem tax purposes to assign to the Development Property a market value in excess of the minimum market value specified in this Agreement.

*[Remainder of page intentionally left blank]
[Signature pages to follow]*

CITY OF NORTH ST. PAUL

(SEAL)

By: _____
Its _____

By: _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Terrence J. Furlong and by Scott Duddeck, the Mayor and City Manager of the City of North St. Paul, a Minnesota municipal corporation, on behalf of the City, and pursuant to the authority granted by its City Council.

Notary Public

ANCHOR VIEW, LLC

By: _____
Name: _____
Its _____

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ the _____ of Anchor View, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

**EXHIBIT A
TO ASSESSMENT AGREEMENT**

Legal Description of Land

Lot 1, Block 2, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof.

EXHIBIT B
TO ASSESSMENT AGREEMENT

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certifies as follows: The undersigned assessor, being legally responsible for the assessment of the above described property, certifies that the \$5,600,000 market value effective on January 2, 2021 and the \$22,400,000 market value effective on January 2, 2022 assigned to the land and improvements are reasonable.

County Assessor for the
County of Ramsey

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the County Assessor for the County of Ramsey.

Notary Public

**EXHIBIT C
TO ASSESSMENT AGREEMENT**

CONSENT TO ASSESSMENT AGREEMENT

_____, of _____, _____,
(the "Bank"), does hereby consent to all terms, conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it purchases the Development Property at a foreclosure sale or acquires the Development Property through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the Developer, it and its respective successors and assigns, shall be bound by all terms and conditions of the Assessment Agreement, including but not limited to the provision which requires that the minimum market value of the Development Property and the Project shall be not less than the amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be executed in its name and on its behalf as of this ____ day of _____, 2020.

By

Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of _____, a _____ banking corporation on behalf of the corporation.

Notary Public

SCHEDULE G

ESCROW AGREEMENT

The undersigned, **Tri-County Abstract and Title Guaranty (“Escrow Agent”)** acknowledges receipt of Ten Thousand and No/100 Dollars (\$10,000.00) (the “**Deposit**”) to be held by it pursuant to the terms of the Contract for Private Development attached to this Escrow Agreement. Escrow Agent agrees to hold the Deposit in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both the Developer and the City. Interest shall accrue for the benefit of Developer and shall become part of the Earnest Money.

City represents that its Tax I.D. Number is as follows: _____.

Developer represents that its Tax I.D. Number is as follows: _____.

The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement unless first indemnified to its satisfaction. Escrow Agent may consult with respect to any question arising under this Agreement and shall not be liable for any action taken or omitted in good faith upon advice of such counsel.

The fees and charges of the Escrow Agent shall be paid as follows: one-half of such fees and charges shall be paid by City and one-half of such fees and charges shall be paid by Developer.

ESCROW AGENT:
TRI-COUNTY ABSRACT AND TITLE GUARANTY

By:_____

Its:_____

Signatures Continue on Next Page

DEVELOPER:
ANCHOR VIEW, LLC

By:_____

Its:_____

CITY:
CITY OF NORTH ST. PAUL

By:_____

Terrence J. Furlong, Mayor

And:_____

Scott A. Duddeck, City Manager