All meetings of the St. Louis Park City Council will be conducted by telephone or other electronic means starting March 30, 2020, and until further notice. This is in accordance with a local emergency declaration issued by the city council, in response to the coronavirus (COVID-19) pandemic and Governor Walz's “Stay Safe MN” executive order 20-056.

Some or all members of the St. Louis Park City Council will participate in the Aug. 17, 2020 city council meeting by electronic device or telephone rather than by being personally present at the city council's regular meeting place at 5005 Minnetonka Blvd.

Members of the public can monitor meeting by video and audio at https://bit.ly/watchslpcouncil and on local cable (Comcast SD channel 17 and HD channel 859, or CenturyLink SD channel 8117 and HD channel 8617) or by calling +1-312-535-8110 meeting number (access code): 372 106 61 for audio only. Cisco Webex will be used to conduct videoconference meetings of the city council, with council members and staff participating from multiple locations.

Members of the public wishing to address the city council regarding items on the agenda should call the number noted below next to the corresponding item.
(4a – 4p) Consent agenda items – 952.562.2886
(6a) Public hearing - vacation portion of 14th St east of Colorado Ave, west of railroad – 952-562-2888
(8a) Medical office building - 6009 Wayzata Blvd.– 952.562.2887

If you wish to provide public comment, please call when the meeting starts at 6:30 p.m. and follow instructions provided. Comments will be taken during each item in the order they are received. Public comments must relate to an item on the current city council agenda.

6:30 p.m. CITY COUNCIL MEETING

1. Call to order
   1a. Pledge of allegiance
   1b. Roll call

2. Presentations
   2a. Proclamation – 19th Amendment and the 100-Year Journey of Women Voting
   2b. Recognition of donations

3. Approval of minutes
   3a. Study session meeting minutes of June 22, 2020
   3b. City council meeting minutes of July 20, 2020
   3c. Reconvened city council meeting minutes of July 21, 2020

4. Approval of agenda and items on consent calendar
   Recommended action: **Motion to approve the agenda as presented and items listed on the consent calendar; and to waive reading of all resolutions and ordinances. (Alternatively: Motion to add or remove items from the agenda, or move items from consent calendar to regular agenda for discussion.)
   4a. • Designate GL Contracting, Inc. the lowest responsible bidder and authorize a contract with the firm in the amount of $347,676.50 for the Southeast Bikeways – proj 4018-2000.
   • Adopt Resolution to install all-way stop controls on Quentin Ave. at Park Commons Dr.
4b. Approve second reading and adopt revised Ordinance repealing:
   • Sections 8-331 and 8-332 of city code requiring a crime-free, drug-free lease addendum, notices of violations and termination of tenancy for violation of the ordinance in their entirety, and
   • Section 8-333 allowing the city to change a rental license to provisional status upon determination of ongoing public safety concerns, without regard to the number of reported incidents and allowing landlords and involved tenants to appeal this decision before the provisional license takes effect.

4c. • Adopt Resolution to authorize execution of the development agreement between the city and the South Cedar Trails Homeowners Association for housing improvements within the established South Cedar Trails Housing Improvement Area (HIA).
   • Adopt Resolution authorizing an internal loan for funds in connection with housing improvements within the established South Cedar Trails Homeowners Association (HIA).

4d. Approve a temporary on-sale intoxicating liquor license for Church of the Holy Family at 5900 West Lake Street for their event to be held September 12, 2020.

4e. Approve Second Reading and adopt Ordinance amending Chapter 20-5 of the St. Louis Park Code of Ordinances relating to prohibited acts to allow alcohol at the Westwood Hills Nature Center (“WHNC”) and to approve the ordinance summary for publication.

4f. Adopt Resolutions to recognize Public Service Worker Dean Backaus and Property Maintenance and Licensing Manager Ann Boettcher for their years of service.

4g. Authorize a comment letter to be submitted to the Public Utilities Commission regarding CenterPoint Energy’s rate increase and Inclusive Financing.


4i. Adopt Resolution approving the conditional use permit for excavation of more than 400 cubic yards of material.

4j. Adopt Resolution accepting the work and authorizing final payment in the amount of $28,502.62 for project no. 5318-5004 Water Treatment Plant #4 rehabilitation with Municipal Builders, Inc., Contract No. 175-17.

4k. Accept the Strategic Roadmap for Advancing Arts and Culture in St. Louis Park.

4l. Authorize execution of a professional services contract with WSB Engineering for a GIS study of underground utilities and above ground structures.

4m. Adopt Resolution approving acceptance of a $2,200 donation from Scott and Beth Puchtel for the purchase of a memorial bench at Westwood Hills Nature Center in honor of Alan and Ione Stiegler, a $2,200 donation from the Tangney Family for the purchase of a memorial bench at Aquila Park in honor of Mark Tangney, a $2,200 donation from Jean Edin for the purchase of a memorial bench at Louisiana Oaks Park in honor of Robert Edin, a $2,200 donation from John and Paula Koch for the purchase of a memorial bench at Wolfe Park in honor of Brian Koch and a $2,200 donation from Minikahda Vista Neighborhood Association for the purchase of a memorial bench at Minikahda Vista Park in honor of George Floyd.

4n. Adopt Resolution authorizing the special assessment for the repair of the sewer service line at 1440 Kilmer Avenue, St. Louis Park, MN. P.I.D. 01-117-22-41-0112.

4o. Adopt Resolution to authorize a loading zone on 36th Street adjacent to The Elmwood.

4p. Adopt Resolution rescinding Resolution 19-087, removing permit parking restrictions at 2600 Raleigh Avenue.
5. Boards and commissions -- None

6. Public hearings
   6a. Public hearing - vacation for a portion of 14th Street east of Colorado Ave, west of the railroad
       **Recommended action:** Mayor to open the public hearing, take testimony, and then close
       the public hearing. The recommended action to vacate the right-of-way is included later
       in the meeting under agenda item 8a.

7. Requests, petitions, and communications from the public – None

8. Resolutions, ordinances, motions and discussion items
   8a. Medical office building - 6009 Wayzata Blvd.
       **Recommended action:**
       • Motion to approve First Reading of Ordinance vacating portions of 14th Street east
         of Colorado Avenue west of the railroad and set the Second Reading of the
         Ordinance for September 5, 2020 (requires 5 affirmative votes); and
       • Motion to adopt Resolution approving the preliminary and final plat for Xchange
         Addition (requires 4 affirmative votes); and
       • Motion to adopt Resolution approving the conditional use permit (CUP) for
         excavation of more than 400 cubic yards of fill; and
       • Motion to adopt Resolution approving the variance for a reduction of 25 parking
         spaces.
   8b. Bid tab for Dakota Avenue Bikeways and Dakota-Edgewood Trail Bridge – project 4019-2000
       **Recommended action:**
       • Motion to designate Redstone Construction, LLC the lowest responsible bidder and
         authorize a contract with the firm in the amount of $7,340,684.26 for Dakota-
         Edgewood Trail Bridge – project 4019-2000.
       • Motion to approve the construction administration services contract with SRF
         Consulting Group, Inc in the amount of $836,973.
       • Motion to designate S.M. Hentges & Sons, Inc. the lowest responsible bidder and
         authorize a contract with the firm in the amount of $876,696.10 for Dakota Avenue
         Bikeways –project 4019-2000 with the value engineering savings.

9. Communications – None

**NOTE:** The consent calendar lists those items of business which are considered to be routine and/or
which need no discussion. Consent items are acted upon by one motion. If discussion is desired by either
a councilmember or a member of the public, that item may be moved to an appropriate section of the
regular agenda for discussion.
Executive summary

**Title:** Proclamation – 19th Amendment and the 100-Year Journey of Women Voting

**Recommended action:** **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as *Time Sensitive***

- Mayor to read proclamation recognizing the 19th Amendment and the 100-Year Journey of Women Voting and designating Aug. 26, 2020 as a day to honor this significant anniversary. Deb Brinkman has been invited to this presentation on behalf of the League of Women Voters.

**Policy consideration:** None

**Summary:** Aug. 26, 2020 marks the official 100th anniversary of the certification of the 19th Amendment to the United States Constitution.

Purple and gold have been defined as official colors associated with the 19th Amendment and women’s constitutional right to vote. In addition to presentation of this proclamation, the Louisiana Bridge will be lit purple on Wednesday, Aug. 26, 2020.

**Financial or budget considerations:** Not applicable.

**Strategic priority consideration:** St. Louis Park is committed to being a leader in racial equity and inclusion in order to create a more just and inclusive community for all.

**Supporting documents:** Proclamation

**Prepared by:** Debbie Fischer, administrative services office assistant  
**Approved by:** Tom Harmening, city manager
Proclamation

Recognizing the 19th Amendment and the 100-Year Journey of Women Voting

Whereas on January 10, 1918, a constitutional amendment allowing women's suffrage was passed by the United States House; and

Whereas on June 4, 1919, the United States Senate passed the 19th Amendment and sent it out to the states for ratification; and

Whereas on August 26, 1919, the 19th Amendment was certified as part of our Constitution, assuring that "the right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex"; and

Whereas on September 8, 1919, Minnesota ratified the 19th Amendment to the United States Constitution; and

Whereas the 19th Amendment did not guarantee suffrage for all women. Black and Latina women did not gain their voting rights until passage of the Voting Rights Act of 1965 and 1975; Native American women didn’t gain the right to vote in every state until 1962; and for Asian Pacific Islander women it was 1952 before they could vote. Even so, barriers remain for trans women; and

Whereas women of every race, class, sexuality and ideology have made historic contributions to the growth and strength of our nation and our community in countless recorded and unrecorded ways; and

Whereas women have been leaders, not only in securing their own rights of suffrage and access to opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, the LGBTQ Pride movement, the Black Lives Matter movement and today, in other important movements; and

Now, therefore be it resolved, that the Mayor and City Council of the City of St. Louis Park do hereby proclaim August 26, 2020, as a day to honor the 19th Amendment and the 100-year journey of women voting.

Wherefore, I set my hand and cause the Great Seal of the City of St. Louis Park to be affixed this day of August 17, 2020.

_________________________
Jake Spano, mayor
Title: Recognition of donations

**Recommended action:** Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as **Time Sensitive**

- Mayor to announce and express thanks and appreciation for the following donations being accepted at the meeting and listed on the consent agenda:

<table>
<thead>
<tr>
<th>From</th>
<th>Donation</th>
<th>For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott and Beth Puchtel</td>
<td>$2,200</td>
<td>Purchase of a memorial bench at WHNC in honor of Alan and Ione Stiegler</td>
</tr>
<tr>
<td>Tangney Family</td>
<td>$2,200</td>
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</tr>
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<td>Jean Edin</td>
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</tr>
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<td>John and Paula Koch</td>
<td>$2,200</td>
<td>Purchase of a memorial bench at Wolfe Park in honor of Brian Koch</td>
</tr>
<tr>
<td>Minikahda Vista Neighborhood Assoc.</td>
<td>$2,200</td>
<td>Purchase of a memorial bench at Minikahda Vista Park in honor of George Floyd</td>
</tr>
</tbody>
</table>

**Strategic priority consideration:** Not applicable.

**Supporting documents:** None

**Prepared by:** Debbie Fischer, administrative services office assistant

**Approved by:** Tom Harmening, city manager
The meeting convened at 6:40 p.m.

Councilmembers present: Mayor Jake Spano, Tim Brausen, Rachel Harris, Larry Kraft, Anne Mavity, Nadia Mohamed, and Margaret Rog

Councilmembers absent: none

Staff present: City Manager (Mr. Harmening), Director of Operations & Recreation (Ms. Walsh), Engineering Director (Ms. Heiser), CIO (Mr. Pires), Building & Energy Director (Mr. Hoffman), Deputy City Manager/Human Resources Director (Ms. Deno), Senior Accountant (Ms. Monson), Senior Management Analyst (Ms. Solano)

Guests: Ms. Kvilvang and Ms. Diaz, Ehlers

1. Covid-19 update/information on CIP, debt and long-range financial planning

Mr. Harmening stated staff will discuss an estimate of potential COVID impacts. Earlier estimates of a gap in finances were as high as $2.4 million. Mr. Harmening added utility rates and the levy will also be discussed, as well as strategic goals, and updates on capital planning, bonds and debt.

Ms. Kvilvang explained the impacts of COVID were estimated at $2.4 million in building permit revenue and property taxes. She noted the first half tax advance received June 19th was stronger than anticipated. Also, with building permit revenue of $2.1 million collected to date, staff expects to be on budget of $3.5 million. She stated business license revenue is better than 2019, but charges for services is down from prior year. Actual COVID-related expenses that were unexpected costs were $1.371 million. Federal funding of approximately $3.7 million may be available to reimburse these costs and general public safety costs. Ms. Kvilvang stated the gap will not be as large as anticipated originally.

Councilmember Rog asked about the STEP allocation of $108,000 related to the pandemic. She stated her understanding was this was a $48,000 expenditure. Mr. Harmening clarified this is $108,000 in addition to the original $60,000 allocated to STEP.

Councilmember Rog asked about license revenue and the idea of refunding a portion of their liquor license fees. She stated she supports this and asked if it was done. Mr. Harmening stated yes, this is accounted for and will be done soon. He added the bulk of this $67,000 is on-sale liquor licenses. He stated staff felt this was the right thing to do given these establishments were not open, so the city reimbursed them for 3 months.
Councilmember Rog asked what options the city is looking at in housing stability in terms of how businesses are doing, related to layoffs or furlough in small businesses. Mr. Harmening stated with small businesses the city can easily communicate to collect data, but with residents this is more difficult. He stated staff could look at DEED data for St. Louis Park vs. 2019 data, and then follow up on that.

Councilmember Harris asked how the better news received this evening will impact future capital improvement projects. Ms. Kvilvang stated this may free up some cash in capital for future staff to bring back and gives more opportunity and flexibility.

Councilmember Harris asked when the next benchmark is for information coming to council. Ms. Kvilvang stated by the end of July more will be known about taxes and when the CARES act funding will be available.

Councilmember Harris stated she appreciates the CARES funding reimbursement for $3.7 million and asked when that funding might be available. Ms. Kvilvang stated they are waiting on the legislature to vote on that issue.

Councilmember Harris asked with this evolving financial scenario, when council will discuss the tax levy again. Mr. Harmening stated late July or early August.

Councilmember Harris asked if the CARES funding can be used for other projects later. Mr. Harmening stated it might be able to be used from March 15 to December 31, 2020, for the city’s public safety costs.

Councilmember Harris asked about staff impacts related to COVID, and if there are reallocations between divisions in order to keep staff onboard. Mr. Harmening stated staff is not expecting furloughs or layoffs at this time.

Councilmember Kraft noted the $2.4 million gap in revenues and closing that gap to about $600,000. He asked if the $2.4 million gap is now $1.1 million because we’ve had $600,000 of additional expenses. Ms. Kvilvang stated the building permit revenue will not go down, and this also assumes there will be no property tax reduction, as well as cost saving measures such as not filling vacancies in staff.

Councilmember Kraft asked about the additional $1.37 million. Ms. Kvilvang stated that is correct, the CARES act would include $1.1 million and this does not show the $1.37 million at this time.

Councilmember Kraft asked if any special projects are expected to come back into the budget. Ms. Kvilvang stated this will be a point of future discussion for council.

Councilmember Kraft asked how to compare the $600,000 gap. Mr. Harmening stated in April the $2.4 million gap was about taxes and building permit revenue loss. The $1.123 million assumes not filling positions identified in April but does not include any other solutions such as cutting line items. He stated if the staff positions were added back, the $1.123 million amount would increase. Mr. Harmening added the funding for climate action is still available.
Councilmember Mavity stated she would strongly stress the city take a conservative approach to budgeting. She stated the moratoriums on evictions and then payments due in June, resulted in a high number of evictions. Additionally, she noted people paying their rent and mortgages on credit cards is at an all-time high. She stated when federal support is no longer available, we will see a fall off on property taxes and an increase in need. She stated it will get worse before it gets better.

Mayor Spano agreed with Councilmember Mavity. He asked about the costs for remote work and how much of that is something that might be usable in the future related to ongoing remote work. Mr. Pires stated this involves equipment replacement for 200 staff members, over two-thirds of city staff, enables folks to be mobile, and can continue to work remotely for the long term. He added it relates to a change in the environment for working remotely, noting there are advantages to this. In the long term, this relates to a new work culture, and the city is moving in this direction philosophically.

Councilmember Rog asked for clarification about the $2.4 million spent on public safety. Ms. Monson stated this is approximate public safety personnel costs over 3 months. Councilmember Rog asked what this figure might be in normal times. She asked about reimbursements for the entire costs during the pandemic. Ms. Kvilvang stated these funds can be used for the entire public safety costs and for that purpose. She added the funds can be allocated wherever the council decides.

Ms. Kvilvang reviewed general obligation bonds. She stated typically they finance construction, maintenance, or repair of public infrastructure. She also explained capital improvements, noting that currently the outstanding general obligation debt is $75.355 million. She noted the 2020 bonding project as well.

Councilmember Kraft asked if the 2020 project bonds are issued. Ms. Kvilvang answered yes. Councilmember Kraft asked about the rapid amortization comment made earlier. Ms. Kvilvang stated most of the city’s debt is 10 years and typically some bigger projects are at 15 or 20-year terms to be more affordable.

Councilmember Rog asked about the nature center and paying interest only for affordability. She also asked if this moved to 2026 vs. next year. Ms. Kvilvang stated these are the correct schedules and remain as they were set originally.

Mr. Harmening stated further conversations will happen in July and August related to the city budgeting.

2. **Future study session agenda planning and prioritization**

Councilmember Brausen asked about the July 6, 2020 meeting and if the agenda is full at this time. Mr. Harmening stated a critical item on the agenda relates to Union Park Flats and the 2nd reading, as well as TIF. He added there are also several resolutions on the agenda related to Union Park Flats.
Councilmember Brausen stated Councilmember Mavity will recuse herself and asked if 5 votes will be allowed to pass the items. Mr. Harmening stated yes.

Discussion on racial equity

Mayor Spano stated he looks forward to the July 13, 2020 meeting and conversation on racial equity.

Councilmember Harris asked for the July 13, 2020 meeting, will the conversation include policy and how they have been inequitable over time. Ms. Deno stated the conversation will be how to look at policies and structure and will be more thoughtful discussion. Councilmember Harris stated she would like to discuss this especially as it relates to housing.

Councilmember Mavity added on Connect the Park, she hopes engineering will provide a framework for this discussion, so this will not be brainstorming only.

Councilmember Kraft and Mohamed discussed their policing proposal.

Councilmember Mohamed stated in the past month, they have been discussing addressing systemic racism including immediate harm reduction and analysis of diversification of the police force and the city’s policing approach.

Councilmember Kraft stated the immediate harm reduction topic will look at if there are any things the city can do right away.

Councilmember Mohamed stated the other topic will be on diversification of the police force, especially indigenous people, and inclusivity. She stated real diversity happens when the police force is at 30% or above.

Councilmember Kraft added that outcome analysis would also be included in this discussion, including mental health, policing in schools, and if there are more creative ways to do this.

Councilmember Mohamed stated so often we rely on the people to be good versus the system to be good. She stated one without the other is not nearly as effective, so we want to approach this issue from all sides.

Councilmember Mavity stated she supports both topics and the approach. She added when the council took this deep dive on policing, they looked at benchmarking within the racial lens. She stated diversification of the police force will be good to look at, and what the police have already committed to. She added they need race-based data on policing as well. She stated they were told the city is waiting for state standards on this, but it will not happen anytime soon, so we need to track traffic stops and other interactions by race in order to benchmark if anything we are doing is having an impact. She agreed about the key responsibilities of police adding these need to be tracked, beyond calls. She stated they need the data to understand it and added if they only ask the police, they are asking the wrong people and they need to ask other departments as well.
Councilmember Brausen supports doing these study sessions as they are timely and important. He added council needs to continue the discussion on community policing, and he looks forward to it.

Councilmember Rog supports this as well. She stated the short-term analysis comparison of data, especially use of force, might not tell them enough. She stated the Eight Can’t Wait process might be a way to frame the conversation. She added for the second topic, she would like to have it be more about re-imagining public safety and what are the needs of the community, leaving the police aside, related to mental health, drug abuse, and domestic violence. She stated they need to ask what the issues are and then think about where the police fit in and where they may not be the proper response. She hopes the police will be a sub-set of the discussion on public safety.

Councilmember Harris supports this also and is in favor of discussing both topics. For policing and immediate harm reduction, she would like to hear what types of situations develop where use of force comes into play and a variety of scenarios. For the second topic, she would like to see a review of community policing and the wide array of reasons we call upon our police force, adding she suggests calling it the Peace Force as it relates to public safety.

Mayor Spano also supports this discussion. On the use of force piece, he asked to invert the order of topics. He noted it would be good to hear statistics about the use of force, adding it would be helpful to have a brief update of 2017 and all the work that went into the sessions the council had. He agreed with Councilmember Rog’s assessment and the different forms policing takes. Mayor Spano added it’s important to bring policies forward and that the police also have an opportunity to look at this and what might work best for them.

Councilmember Kraft stated the Eight Can’t Wait is a start, but there might be others also. He stated the reason they asked for data is to have some context. For the second item, he agreed with Councilmember Rog’s and Mayor Spano’s comments and a reimagining of public safety – what they are doing, are they doing it well, and are there ways to get better outcomes.

Councilmember Rog stated there is some data on use of force within St. Louis Park from 2018.

*It was the consensus of the council to discuss these topics at a future study session in July.*

Mr. Harmening asked what the priority on this topic is from a timing aspect. He added this is not a one-night conversation and will entail more time.

Councilmember Mohamed stated this will be an ongoing conversation, and while she does not want to rush, this is the perfect time to talk about this, and the sooner the better.

Councilmember Kraft stated the first conversation should be in July and start with the immediate harm topic.

Councilmember Mavity stated this should be treated as an urgent issue before it has to be, so it can take precedence.
Councilmember Rog stated the discussion on long-term change will need to happen over time and should not be rushed.

Councilmember Harris agreed the racial equity conversation is timely as well. She stated having Ms. Sojourner at the first conversation would be helpful.

Councilmember Brausen added that staff needs time to gather data and information on this, but it’s important to have the conversation soon. He stated the city’s police have been doing a good job and he wants to give them time to pull information and data before the conversation begins.

Mr. Harmening stated the first topic can be ready for discussion at the July 27, 2020 study session. The conversation about the city’s policing model will be deeper and he added perhaps this can be tied into the 2021 budgeting process, in terms of data, the services provided, and allocation of public safety resources. He asked if Councilmembers Mohamed and Kraft will work with staff on driving this topic vs. having staff drive it.

Councilmember Rog and Mayor Spano stated they would also be interested in working with staff prior to the full council discussion. Mayor Spano added, however, staff could come with a proposal to council on the discussion.

Councilmember Mohamed stated the council should be framing this, especially since this is new. She stated she will work on committees but does not want to hand off council responsibilities to staff.

Mayor Spano stated there is a limited number of people on the council that can work on this with staff.

Councilmember Mavity stated this is more impactful right now, but she does not support having a committee when there is professional staff to do this, along with the police chief, and Ms. Sojourner.

Ms. Solano stated staff will come back with a framework and guidance as a first step.

**Union Park Flats TIF request**

Councilmember Rog asked about the TIF request discussion for Union Park Flats. Mr. Harmening stated two things impacted the TIF request including having 80 units at first versus 60 units being affordable. He added the estimates on return on investment played a role as well.

Councilmember Rog stated she understood there might be further adjustments on the project as well. Mr. Harmening stated he is not sure if PPL is adjusting their plans at this time.

**In-person meetings**
Ms. Solano noted returning to in-person meetings. She stated three things are important including: safety, legal considerations, and making sure we are considering customer service. She asked how quickly the council would like to return to in-person meetings, noting the middle of July would be the earliest.

Mayor Spano stated he is not in a hurry to get back to city hall, work is happening, and he has not heard from the public that there is a need. If there is a functional reason, he is open to that, but is not feeling an urgency.

Councilmember Brausen agreed with Mayor Spano.

Mayor Spano left the meeting so Mayor Pro Tem Brausen led the remainder of the meeting.

Councilmember Mavity agreed there is no rush, and until there is a vaccine, council should not encourage others to come or be at city hall, especially in light of a second wave this fall.

Councilmember Rog stated she is comfortable, with proper safety measures, returning to city hall this summer.

Councilmember Harris stated given predictions about a second wave in the fall, she does not feel there is a need to return to city hall. She added commissions can meet on video conferencing. She stated the council can get business done and she is inclined to continue this into the future.

Councilmember Mohamed stated she will go with whatever works for council and would stay home if it continues.

Ms. Solano stated she is working with staff liaisons to help them start up commission meetings again, doing them by video conference.

Councilmember Kraft stated he is happy to hear the commissions are meeting again. He added he is fine with in-person meetings but does not see an overwhelming need for it.

Ms. Solano stated she will keep the council updated on how to return to in person meetings safely.

Councilmember Harris stated the online meetings where folks have called in, have appreciated the anonymity, especially when they are in opposition to their neighbors. In terms of access, it is a silver lining to get a wider variety of perspectives.

Ms. Solano stated staff is working on how to continue with technology and having a way to allow folks to continue to call in, especially if they are not able to come into meetings in person.

Storm water report

Councilmember Rog noted the storm water report. She stated it seems like it’s the same report with different numbers each year, and there ought to be more innovation to the report. She
added it notes a lot of inputs, and very little about outcomes and measures that can be identified and weighed against previous years. She noted there are many things that can be done better.

Councilmember Harris stated she emailed staff some questions about the storm water report also. She asked where and in what areas there have been the most improvements, where and what are the gaps, and how residents can help improve storm water issues in the city. She added staff replied to her and she will email this to all councilmembers. She asked staff if they would include a lay person’s report on outcomes or inputs.

Mr. Harmening stated he would talk to staff about making the document more user friendly.

Councilmember Kraft stated he had sent similar questions to staff also. He asked what the results are, adding he would like to see if the city is doing well at this.

Councilmember Mavity stated there are residents who are very sophisticated in water issues in the city and asked if staff can look at the timing next year, in order to get public input included before the report is submitted to the state and other agencies.

Communications/meeting check-in (verbal)

Councilmember Kraft thanked everyone for the changes made in commission’s work adding that 4 more were added to commissions.

The meeting adjourned at 9:03 p.m.

Written Reports provided and documented for recording purposes only:

3. Application for Tax Increment Financing Assistant- Union Park Flats
4. May 2020 monthly financial report
5. Annual Storm Water Pollution Prevention Program Report
6. Metropolitan Council and Minnesota Brownfields grant application- Prince of Peace
7. Metropolitan Council grant application – Texa Tonka Apartments

Melissa Kennedy, city clerk 
Jake Spano, mayor
1. **Call to order**

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

1a. **Pledge of allegiance**  
1b. **Roll call**

Councilmembers present: Mayor Jake Spano, Tim Brausen, Rachel Harris, Larry Kraft, Anne Mavity, Nadia Mohamed, and Margaret Rog

Councilmembers absent: none

Staff present: City Manager (Mr. Harmening), City Attorney (Mr. Mattick), Building & Energy Director (Mr. Hoffman), Police Chief Horcey, CIO (Mr. Pires), Fire Chief Koering, Racial Equity Manager (Mx. Sojourner), Communications Manager (Ms. Smith), Sr. Management Analyst (Ms. Solano), and Recording Secretary (Ms. Pappas)

Guests: none

2. **Presentations - none**

3. **Approval of minutes**

3a. **Study session minutes of May 11, 2020**

Councilmember Rog stated on page 6, paragraph 4 it should read, “...confirm city makes loans.”

*It was moved by Councilmember Kraft, seconded by Councilmember Rog, to approve the May 11, 2020 study session minutes as amended.*

*The motion passed 7-0.*

3b. **City council emergency meeting minutes of May 30, 2020**

*It was moved by Councilmember Rog, seconded by Councilmember Kraft, to approve the May 20, 2020 city council emergency meeting minutes as presented.*

*The motion passed 7-0.*

3c. **City council minutes of June 1, 2020**
It was moved by Councilmember Rog, seconded by Councilmember Harris, to approve the June 1, 2020 City Council minutes as presented.

The motion passed 7-0.

3d. Study session minutes of June 15, 2020

It was moved by Councilmember Rog, seconded by Councilmember Brausen, to approve the June 15, 2020 study session minutes as presented.

The motion passed 7-0.

4. Approval of agenda and items on consent calendar

4a. Adopt Resolution No. 20-101 authorizing installation of permit parking restrictions in front of 4212 Wooddale Avenue.

4b. Adopt Resolution No. 20-102 authorizing installation of permit parking restrictions in front of 2720 Utica Avenue.

4c. Authorize mayor and city manager to execute the utility easement with Xcel Energy for burying of the overhead power lines.

4d. Adopt Resolution No. 20-103 authorizing the special assessment for the repair of the sewer service line at 1801 Ford Road, St. Louis Park, MN, P.I.D. 01-117-22-44-0090.

4e. Adopt Resolution No. 20-104 authorizing the special assessment for the repair of the sewer service line at 3304 Utah Avenue South, St. Louis Park, MN, P.I.D. 18-117-22-44-0025.

4f. Adopt Resolution No. 20-105 authorizing the special assessment for the repair of the sewer service line at 3305 Aquila Lane South, St. Louis Park, MN, P.I.D. 18-117-24-0036.

4g. Adopt Resolution No. 20-106 authorizing the special assessment for the repair of the sewer service line at 3305 Utah Avenue South, St. Louis Park, MN, P.I.D. 18-117-21-14-0022.

It was moved by Councilmember Rog, seconded by Councilmember Brausen, to approve the agenda as presented and items listed on the consent calendar; and to waive reading of all resolutions and ordinances.

The motion passed 7-0.

5. Boards and commissions - none

6. Public hearings - none

7. Requests, petitions, and communications from the public – none

8. Resolutions, ordinances, motions and discussion items
8a. **COVID-19 pandemic: face coverings**

Mr. Harmening stated the council previously discussed this and the topic is being brought back for the council to consider mandating face coverings through a resolution or ordinance.

Councilmember Kraft stated he would like to offer an alternative path to the resolution included in the packet. He stated there was lack of clarity in the study session on whether a resolution could mandate and require face coverings, which it does not. An ordinance would make violations a crime but does not have to.

Councilmember Kraft added he would like the council to consider an ordinance instead. He cited the Institute for Health and Metrics at University of Washington, which has predicted an additional 33,000 deaths in the US and about 100 in MN, without universal mask use. He stated universal mask use slows the spread of COVID-19, will help businesses stay open, give schools a better chance of staying open, and save lives. He added this needs to be the goal.

Councilmember Kraft stated he approves of the city’s communication campaign adding there is also a need to get masks to those who cannot obtain them. He suggested this be a mandate versus a resolution. It will allow for more compliance, with the main benefits of wearing masks being to protect others from those that have COVID, but don’t know it. He added the city has mandates for other things such as speed limits, and in the interest of public health, he would like to pursue this for facial coverings as well.

Councilmember Kraft added he would like this to be an emergency ordinance with a mandate and that it say “strongly urged” vs. “require”. He added it should include petty misdemeanor for those caught not wearing masks, require businesses to post signs about wearing masks while in stores, but also makes it incumbent on the individual to wear masks. He added he would not want businesses to have to enforce this and would like this to be an emergency ordinance effective immediately, last for 60 days, and afterwards there may need to be additional action, depending on the action taken by the governor. He stated this could be issued tomorrow, and he will ask Mr. Mattick for direction at the appropriate time.

Mayor Spano agreed with Councilmember Kraft, adding he is interested in adding to this a mandate around access to PPE. He explained the Cares Act funds the city received but has not yet spent, can be used here as it fits with the appropriate use. He noted this makes good public safety sense and addresses concerns on access in our community.

Councilmember Harris stated she understood the resolution would require masks but not be enforceable. Mr. Harmening agreed that is correct.

Councilmember Harris stated she would support a resolution that mandates and strongly urges mask wearing. She stated this will be in response to a public health crisis and is also a declaration of the city’s commitment to helping local businesses rebound.
She asked staff what options for enforcement are. Mr. Harmening stated this would be enforceable with the adoption of an ordinance. He added there would also be an educational approach to urge folks to comply with the ordinance, adding this is what most cities are doing.

Councilmember Harris noted at the June 8, 2020 council meeting, she commented on the need for masks locally and the option to have a health and safety services team enforce this, rather than having it fall to the police. Mr. Harmening explained it could be that this would not need to fall to police to enforce; however, if businesses are not obeying the ordinance, a police officer would eventually need to be involved.

Councilmember Harris stated she has concerns about this occurring parallel with conversations the council is having on the roles of police and scope of force. She added she is wary of adding one more responsibility to the police force.

Councilmember Mavity stated she does not support the resolution in the packet. She believes in mandating masks, leading, and leadership about setting a direction related to this. She stated Councilmember Kraft has presented specific language and she suggested a motion be made to move this forward.

*It was moved by Councilmember Kraft, seconded by Councilmember Mavity, to adopt an emergency ordinance on face coverings similar to the clauses in the proposed resolution, including that violations are petty misdemeanors, a requirement of businesses to post signs, a requirement for customers to wear masks, while it be incumbent on individuals to wear masks.*

Mayor Spano suggested a friendly amendment to the motion related to supplying masks to residents that are in need. Councilmember Kraft agreed; however, Councilmember Mavity did not, and the friendly amendment was declined.

Councilmember Mavity added she strongly believes the state should be leading in this policy to mandate masks and if not the state, then Hennepin County. She stated this would provide clarity and guidance and hopes it happens soon. She added in the meantime, the city needs to act on this. She stated this will not be 100% enforceable but noted that should not be the yardstick if action is taken tonight. She stated this will help to support our businesses and our city and that is the goal. Councilmember Mavity reiterated the council should act this evening on this ordinance and not delay.

Councilmember Rog stated the previous plan and resolution were acceptable to her but given the CDC standards, she will not oppose a mandate this evening. She added it is important to be aware and this is not as simple as the dominant culture sees it. She stated she wants to raise awareness that there is legitimate fear for some people about this, and if there is enforcement behind it, the force of law falls harder on the BIPOC community vs. white people.

Councilmember Rog stated this is an opportunity to raise awareness on coronavirus and racism, and she hopes to see a similar sense of urgency addressed around racism also.
She stated the biggest risk is around restaurants and bars and noted she has seen issues locally as well as behaviors conducive to the spread of COVID. She stated she wants to see the focus on the real culprits and not just have the city check a box on a mask ordinance.

Councilmember Rog added she has concerns about elections, noting the masking is political and this will be a challenge for election staff. She asked how the city will protect store workers in the political environment we are in, adding it’s likely to get worse. She asked if considering this situation, the city should add a public health professional to staff to support racial equity, climate and other issues specific to the community. She stated this could be part of the policing discussion as well to look at mental health issues. She added masks are one way for people to funnel their anxiety now, but added it is not as clear for all in St. Louis Park, especially in some communities. She stated she will support the motion before the council.

Councilmember Mohamed stated she has been thinking about the nuances of masks and found it is a double-edged sword. There is a need to protect people and residents’ lives in general, and specifically people of color who are more likely to get COVID. However, she also has concerns about policing of black and brown bodies. She shared a story about her own recent experience in a grocery store when wearing her head scarf as a mask, and someone told her that was inappropriate.

Councilmember Mohamed quoted Councilmember Mavity as saying, “don’t let perfect be the enemy of good”. She noted this is true, but she feels that COVID is uncharted territory, and the council must be creative in working to save lives with masks and deal with racism. She stated she can’t believe she is on the far right of this issue – but she does not want to wear masks. She stated the city will need to educate and communicate with residents and warned about getting the police involved now as the council will be discussing the city’s policing approach. She also has concerns about ticketing people who have lost their jobs, and this is not the direction she wants to go. She prefers passing a resolution and not an ordinance or any enforcement that involves petty misdemeanor.

Councilmember Mohamed stated she highly encouraged everyone to wear masks, but she does see the ordinance may pass tonight, and if it does she asked the other councilmembers to do more, and use their white privilege to tap into white friends and neighbors and tell them how important this is, have conversations on social media and make sure this is addressed, because the ordinance will not address it.

Councilmember Brausen asked if a petty misdemeanor must be witnessed by a police officer in order to be issued. Mr. Mattick stated that would be true for traffic offenses that are observed, but in the mask situation, the misdemeanor could be submitted for probable cause. Councilmember Brausen stated he will support this ordinance, adding it’s the right thing to do, it relates to public health, while the biggest issue is enforcement. He stated he will rely on the police to use discretion and enforce appropriately. Councilmember Brausen stated he believes Chief Harcey’s staff understand these laws and will not punish communities of color, adding we are looking
for compliance and not looking to be punitive. He stated it is about enforcing a public health requirement to protect us all.

Councilmember Brausen stated he supports the city giving masks to those in need, adding it’s a good use of resources. He asked older white people to not be suspicious of persons of color wearing masks – and to presume good intentions.

Councilmember Harris stated she has received emails requesting a mask ordinance and is inclined to have masking required; however, she is disappointed the council is choosing to include petty misdemeanor in the ordinance, especially when racism is now a public health issue. She stated she honors Councilmember Mohamed’s words, and will deviate and support the motion made by Councilmember Kraft.

Mayor Spano thanked everyone for their observations, adding he wants to be sure the city does everything within reason to help keep the community as safe as possible. He also thanked Councilmember Mohamed for her comments and agreed with her. He stated this issue has two pieces – it’s about access and how everyone treats one another.

Mayor Spano added the council can provide good clarity to the police, but he is concerned about public interactions. He again noted the city can use the Cares Act funds to purchase masks for those in need, and he prefers this be done. He added if the governor mandates this, the council will be discussing access again soon.

Mr. Mattick noted in other communities, businesses can say to customers who question them that the city has enforced this, but it is the individual’s responsibility to wear a mask and not the businesses responsibility to enforce it. He noted it is the individual who would receive a citation if not wearing a mask, and not the business.

Councilmember Rog stated this will need to be explained to the public. She added in the way the coronavirus creates stress and anxiety in folks, it is also valuable to recognize racism is similarly a threat to BIPOC people all the time and the stress and anxiety they face is an urgent public health issue. She stated there is urgency to pass this ordinance.

Councilmember Brausen asked if signage will be required in businesses, and if licenses would be revoked for not doing signage. Mr. Harmening stated the city does not license every business in St. Louis Park, so this could not be used as an enforcement.

Mayor Spano suggested including graphics in the communication campaign, so the graphic could be used in business windows.

Ms. Smith added the communications plan has a multi-pronged approach including noting what people need to do for themselves, and not worrying about others.

Councilmember Mavity stated the council needs to act on this as soon as possible, and vote on the motion on the table.
Mr. Mattick stated he has concerns as there is not a written document of the ordinance in front of the council at this time, and he suggested the council recess tonight’s meeting and come back to vote on the ordinance when it is in front of them. He suggested the council direct staff to draft the ordinance and bring it back for voting.

_Councilmember Kraft withdrew his motion._

_The motion by Councilmember Kraft to direct staff to prepare the written ordinance, to be voted on Tuesday, July 24, 2020, by the council during a special meeting failed for lack of a second._

_It was moved by Councilmember Brausen, seconded by Councilmember Mavity, to recess to tomorrow, Tuesday, July 21, 2020 at 8:30 p.m._

_The motion passed 6-0-1 (Councilmember Mohamed absent for the vote)._  

9. Communications

Councilmember Kraft stated with the challenges around climate action, there is something homeowners or renters can do. He explained the virtual home energy squad, which comes to your home, does an analysis on where people can save on energy bills. He directed residents to the city website for more information and noted St. Louis Park subsidizes half the cost.

Councilmembers Harris and Mohamed commented on the Texa Tonka shopping center open house and how successful it was, along with food trucks, including Revival. It was noted many women will welcome the new female chiropractor in the area as well.

10. Adjournment

The meeting adjourned at 8:09 p.m.

____________________________________  ______________________________________
Melissa Kennedy, city clerk                  Jake Spano, mayor
1. Call to order

Mayor Spano called the meeting to order at 8:45 p.m. (reconvened from July 20, 2020)

Councilmembers present: Mayor Jake Spano, Tim Brausen, Rachel Harris, Larry Kraft, Anne Mavity, Nadia Mohamed, and Margaret Rog.

Councilmembers absent: None.

Staff present: City Manager (Mr. Harmening), City Attorney (Mr. Mattick), Racial Equity Manager (Mx. Sojourner), Police Chief Harcey, Fire Chief Koering, Communications Manager (Ms. Smith), Senior Management Analyst (Ms. Solano), and Recording Secretary (Ms. Pappas).

2. Resolutions, ordinances, motions, discussion items.

2a. COVID-19 pandemic: face coverings

Mr. Harmening noted staff followed council direction from last night’s meeting and drafted the proposed ordinance that is in front of the council this evening. He stated they made it clear non-compliance is a petty misdemeanor and that signs would be installed in all windows. He stated staff will need to contact businesses, and added an exemption for polling places was included, as election laws do not require someone to put on a face covering.

Mayor Spano noted the word “refreshment” in the ordinance and asked for an explanation. He asked also about maintaining 6-foot distancing and wondered how that would be handled if there were changes on the 6-foot measurement in the future. He also asked about the polling places exemption portion and about the exception for public and private schools.

Councilmember Kraft stated it seems reasonable for the ordinance to take effect as of Monday to allow for communications and electronic versions of signs that can be printed and displayed.

Councilmember Kraft made a motion with change of effective date with provisions to Monday, July 27, 2020, and Councilmember Mavity seconded.

*It was moved by Councilmember Kraft, seconded by Councilmember Mavity, to adopt Emergency Ordinance No. 2589-20, requiring face coverings within buildings in St. Louis Park, with enforcement beginning on Monday, July 27, 2020.*
Councilmember Harris stated her understanding that the proclamation went into effect immediately and asked for clarification on that and what are the differences for the ordinance. Mr. Harmening stated the proclamation the Mayor adopted only lasted 3 days and is no longer in effect. The provisions in the proclamation will now be more permanent in the ordinance. He stated if adopted tonight, it is not in conflict with the proclamation.

Councilmember Harris asked what can be done to clear up any misunderstandings and offered a friendly amendment to adopt the ordinance tonight.

Mr. Harmening stated if adopted tonight, the provisions in it will not be enforced until Monday, July 27, 2020.

Councilmember Kraft declined the friendly amendment and noted Monday, July 27, 2020 is appropriate for enforcement.

Mr. Harmening stated this will be announced by saying that on July 21, 2020 the council adopted an ordinance that requires people to wear face masks and the requirements will not go into effect until July 27, 2020. He reiterated the ordinance would be adopted tonight.

Councilmember Mohamed asked if the ordinance is effective on Monday, July 27, how will the city get masks to people, what is the plan for distribution of masks so folks can get them by the enforcement date, and the access plan. Mr. Harmening stated staff is working on a communications plan for this that will include outreach to citizens and the business community. He stated staff is also working on a plan for distribution of face coverings and added the city ordered 5,000 reusable masks. In the meantime, disposable masks will be available to those in need.

Councilmember Rog stated there are common areas in multi-family buildings. She asked if signage can also be included there by the city, as they are being to businesses. Mr. Harmening stated this had not been discussed yet; however, Ms. Deno stated there is downloadable signage that can be emailed to owners and managers and staff will do this.

Mx. Sojourner also noted that Mr. Gray has been in touch with NOAH property managers during COVID to check in on them, and if the ordinance passes, he will navigate support to them as well.

Councilmember Rog stated she is supportive and added it would be helpful if the signage to businesses would include a message to be kind or include a positive message about how to treat one another. She added she is comfortable and will support the vote to mandate masks.

Councilmember Mavity stated she will support this, adding there is confusion and that will continue until such time there is clear guidance from the state. She noted staff will need to manage this confusion. She stated there is no reason to wait to enact this even
if not enforced until Monday and added the council has been talking about this for far too long.

Mayor Spano agreed about signs and including important positive messages and having them in various languages. He stated he will support the motion and the effective date on Monday, July 27.

Daniel Colitove, 2613 Webster Ave., asked how the council will protect disadvantaged people who cannot wear face masks for a medical condition, so they have equal access to stores and are not discriminated against, especially if a state mandate is enforced. He has concerns about this and if there is a decision on a national or state level and it is stronger than the city mandate, how people will be protected.

Mayor Spano stated there is a provision, Exception C, which addresses this and exempts those with medical conditions legally from the mandate. He added if a stricter decision is made by the state, that would take precedent over the city’s law.

Mr. Mattick advised that is correct and the city would be subject to the state law.

Beth Troller, 2150 Rich Drive, stated she supports passage of the city ordinance. She stated residents of multi-family facilities need the council’s help as many are not wearing masks in common areas, even though signs are posted asking them to do so. She stated this is a definite concern especially for the elderly. She asked the council to please pass the ordinance.

Councilmember Rog asked if there is a benefit to requiring multi-family properties to post signage in common areas just as the businesses will be required to do. Mr. Harmening stated while the ordinance does not require signs in multi-family properties, staff will provide a downloadable sign that can be placed in common areas.

Ms. Solano stated housing staff is working on communicating this and will make sure properties have what they need.

Councilmember Rog asked if signage should be mandated in multi-family properties. Mr. Harmening stated the draft of the ordinance does not mandate multi-family properties provide signage.

Councilmember Rog noted Mr. Colitove’s concerns also on the medical reasons for not wearing masks and hostilities about the force of law behind the mandate.

Councilmember Brausen stated he will support this, noting we are all in this together. He added it does infringe on citizen rights, but also feels we must work together.

The motion passed 7-0.

Councilmember Mohamed stated this has been a difficult decision and this is a yes vote for her. She would like access and an education program for residents, along with
information on racial issues on mandating masks. She stated we are all in this together and should not be policing each other but protecting each other.

Councilmember Kraft thanked Councilmember Mohamed for her comments. He called on the governor to do this statewide and would hope to have this as a federal mandate, in order to open schools, the economy and protect the health of all.

Mayor Spano asked staff to update the letter to the governor, and to encourage the state adopt the mask mandate as well.

3. Adjournment

The special meeting adjourned at 9:30 p.m.

______________________________________  ____________________________________
Melissa Kennedy, city clerk                      Jake Spano, mayor
Executive summary

Title: Bid tab for Southeast Bikeways – project 4018-2000

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**

- Motion to designate GL Contracting, Inc. the lowest responsible bidder and authorize a contract with the firm in the amount of $347,676.50 for the Southeast Bikeways – project 4018-2000.
- Motion to adopt Resolution to install all-way stop controls on Quentin Avenue at Park Commons Drive.

Policy consideration: Does the city council wish staff to continue to pursue the bikeway improvements identified in this report?

Summary: A total of four (4) bids were received for this project on Aug. 4, 2020. A summary of the bid results is as follows:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>GL Contracting, Inc.</td>
<td>$347,676.50</td>
</tr>
<tr>
<td>Concrete Ideas, Inc.</td>
<td>$366,594.25</td>
</tr>
<tr>
<td>Meyer Contracting, Inc.</td>
<td>$409,476.03</td>
</tr>
<tr>
<td>JL Theis, Inc.</td>
<td>$448,015.20</td>
</tr>
<tr>
<td>Engineer’s estimate</td>
<td>$367,349.00</td>
</tr>
</tbody>
</table>

The bid review indicates GL Contracting, Inc. submitted the lowest responsible bid. GL Contracting has successfully completed this type and size of work in our community. Staff recommends that a contract be awarded to the firm in the amount of $347,646.50.

Financial or budget considerations: This project is included in the city’s Capital Improvement Plan (CIP) for 2020. General obligation funds are expected to be utilized to fund this project.

Strategic priority consideration: St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely and reliably.

Supporting documents: Discussion
Resolution

Prepared by: Jack Sullivan, senior engineering project manager
Reviewed by: Debra Heiser, engineering director
Approved by: Tom Harmening, city manager
Discussion

Background: Council approved the final plans and specifications and authorized bidding documents on June 15, 2020. Staff opened electronic bids for this project on Aug. 4, 2020.

An advertisement for bids was published in the St. Louis Park Sun Sailor on July 9, 2020 and July 16, 2020. In addition, bids were advertised in Finance and Commerce on July 9 through July 22, 2020. Email notification was provided to four (4) minority associations, and final printed plans were available for viewing at City Hall. In addition, plans and specifications were made available electronically via the internet on the city’s eGram website.

Twenty-nine (29) contractors/vendors obtained plan sets, including four (4) Disadvantage Business Enterprises (DBE).

Project scope: The southeast bikeways are a part of the city’s Connect the Park capital improvement plan (CIP). Connect the Park is designed to create a system that provides sidewalks approximately every 1/4-mile and bikeways every 1/2-mile in order to improve pedestrian and bicycle connectivity throughout the community.

As in the case with most of the bikeways in the Connect the Park initiative, this transportation project is a retrofit project rather than a full reconstruction of the street. Reconstruction of any of these street segments is not on the current 10-year CIP. Instead, this project will make improvements at key locations to further the city’s policy goals of safer travel for all modes of traffic.

The application of a bikeway is different on the various segments within the project area based on roadway characteristics. The design for each segment is as follows:

1. 38th Street (Excelsior Boulevard to France Avenue)
   - On-street advisory bike lanes were proposed as a part of this project. Advisory bike lanes are 6 feet wide, with bike symbols applied to the road and the stripes delineating the lane are white dashed. During final design, staff received confirmation that conventional 5-foot striped bike lanes could be implemented on this segment. The main difference between an advisory lane and a conventional lane is that on a conventional lane, the lane stripes are solid white, meaning that vehicles are not allowed to cross into them. Advisory bike lane stripes are dashed, allowing vehicles to cross and drive in them.
   - Staff recommends that conventional striped bike lanes be installed for this segment instead of advisory bike lanes. The solid white stripe clearly delineates dedicated space for bicycles. Road users (vehicles and bicyclists) are more familiar with how to navigate conventional bike lanes compared to advisory bike lanes.
   - There are no changes to existing parking restrictions.

2. Wolfe Park (Wolfe Parkway to Monterey Drive)
   - Existing shared-use trails on the south side of the park parallel to Wolfe Parkway are used to connect the bikeway from Park Commons Drive and West Wolfe Parkway to the pedestrian crossing of Monterey Drive at 36th 1/2 Street.
3. Park Commons Drive (Quentin Avenue to West Wolfe Parkway)
   • Convert and widen north sidewalk to shared-use trail and narrow the road with no changes to existing parking restrictions.

4. Princeton and Quentin Avenues (Park Commons Drive to 42nd 1/2 Street)
   • Shared lane/“sharrow” bikeway with no changes to existing parking restrictions.

During the design approval process, the city council requested staff to evaluate the installation of a 3-way stop control at the intersection of Quentin Avenue at Park Commons Drive. Currently, this intersection has stop signs on the east and west approaches. The traffic committee discussed this in June 2020. The traffic committee recommends the installation of stop signs at all approaches of the intersection. A resolution approving this stop sign is attached to this report.

The recommendation for the stop sign installation was based on the following information:
   o According to a GPS traffic analysis, it was estimated that over 5,000 people (across all transportation modes) enter the intersection a day. 5,000 is the threshold volume to consider additional stop signs at an intersection.
   o Sightlines for vehicles on the south approach can be difficult due to the building on the southeast corner of the intersection. Installation of a stop sign will mitigate this concern.

5. Wooddale Avenue
   • 42nd 1/2 Street to Morningside Road
     i. On-street conventional bike lanes with bumped out parking bays to accommodate six parking stalls.
     ii. Mainline on-street parking is restricted on both sides of the road.
     iii. Center road striping is removed.

During the design approval process, the city council requested staff to evaluate a 4-way stop control at the intersection of Wooddale Avenue at Morningside Road. Currently, this intersection has stop signs on the east and west approaches. The traffic committee discussed this request in June 2020. The traffic committee recommended no changes to the traffic controls at this intersection.

The recommendation for no traffic control changes was based on the following information:
   o Based on a combination of existing traffic data and a GPS traffic analysis, it was estimated that less than 5,000 people (across all transportation modes) enter the intersection a day. 5,000 is the threshold volume to consider additional stop signs at an intersection.
   o There is not a sightline concern for vehicles on the north and south legs of the intersection that would be mitigated by installing a stop sign.
   o One reported accident in the last five years that could have been prevented by the installation of stop signs. The threshold for accidents is three in five years.
• Morningside Road to 44th Street
  i. On-street conventional bike lanes
  ii. Mainline on-street parking is restricted on both sides of the road.
  iii. Center road striping is removed.

Financial considerations: Staff has analyzed the bids and determined that GL Contracting, Inc. is a qualified contractor that can complete the work during the 2020 construction season. The low bid is less than the estimated cost for this project. Based on the low bid received, cost and funding details are as follows:

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>CIP</th>
<th>June 15, 2020 Council Report</th>
<th>Low Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction costs</td>
<td>$450,000</td>
<td>$399,900</td>
<td>$347,676.50</td>
</tr>
<tr>
<td>Engineering and administration</td>
<td>$112,500</td>
<td>$99,750</td>
<td>$99,750.00</td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
<td><strong>$562,500</strong></td>
<td><strong>$497,750</strong></td>
<td><strong>$447,426.50</strong></td>
</tr>
</tbody>
</table>

**Funding sources**

Sidewalks and bikeways (GO bonds)  

GO bonds are expected to be used to fund the estimated $447,426.50 for bikeways. The debt service levy for this project will be $485,000, with principal payments starting in 2022.

Due to the nature of our construction projects, unexpected costs do come up. To address this, past practice has been to show a contingency for all aspects of the project cost. What follows is a table that shows this contingency and how this would affect the project costs.

<table>
<thead>
<tr>
<th></th>
<th>Low Bid</th>
<th>Contingency (5%)</th>
<th>Engineering</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk and Bikeway (GO Bonds)</td>
<td>$347,676.50</td>
<td>$17,383.83</td>
<td>$104,095.96</td>
<td>$469,156.29</td>
</tr>
</tbody>
</table>

**Schedule and next steps:** Construction is expected to start in early September and be completed by early November 2020.
Resolution No. 20-____

Authorizing all-way stop controls on Quentin Avenue at Park Commons Drive

Whereas, the City Council of the City of St. Louis Park, Minnesota has received a report from the Project Manager related to the Southeast Bikeways project; and,

Whereas, the City Council of the City of St. Louis Park, Minnesota approved the Southeast Bikeways final plans and specifications on June 15, 2020; and,

Whereas, the City Council of the City of St. Louis Park, Minnesota directed staff to review traffic controls at the intersection of Quentin Avenue at Park Commons Drive during the approval of the preliminary plans on March 2, 2020; and,

Whereas, staff gathered the necessary information to evaluate traffic controls at the intersection of Quentin Avenue and Park Commons Drive and brought the request to the traffic committee; and,

Whereas, the traffic committee recommended stop signs to be installed at all approaches of Quentin Avenue at Park Commons Drive; and,

Whereas, St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely, and reliably.

Now therefore be it resolved by the City Council of the City of St. Louis Park, Minnesota, that the engineering director is hereby authorized to:

1. Install stop signs on all approaches to the intersection of Quentin Avenue at Park Commons Drive.

Reviewed for administration: Adopted by the City Council Aug. 17, 2020

Thomas K. Harmening, city manager Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Executive summary

Title: Second reading - repeal of crime and drug free rental ordinance

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is Categorized as Time-Sensitive**

Motion to approve second reading and adopt revised Ordinance repealing:
- sections 8-331 and 8-332 of city code requiring a crime-free, drug-free lease addendum, notices of violations and termination of tenancy for violation of the ordinance in their entirety, and
- section 8-333 allowing the city to change a rental license to provisional status upon determination of ongoing public safety concerns, without regard to the number of reported incidents and allowing landlords and involved tenants to appeal this decision before the provisional license takes effect.

Policy consideration: Does the revised ordinance reflects council’s direction to repeal the crime/drug free rental license ordinance consistent with the recommendations from the crime/drug free rental ordinance workgroup?

Summary: The crime/drug free rental housing ordinance took effect in 2008 in response to rental properties experiencing disorderly or criminal activity. Council concerns related to the impact of the ordinance were discussed in May and December 2018. To allow time for further study of the ordinance, council approved a resolution suspending sending violation notices of city code Section 8-331 to rental properties at the December 17, 2018 council meeting.

Council convened a group of key stakeholders in early 2019 to review information/data, gain input and provide recommendations to the city council on possible changes to the ordinance. Nine meetings were held over nine months during which time the workgroup conducted an in-depth analysis of the ordinance. The workgroup also reviewed and considered the comments from a community engagement process. Following their evaluation, the workgroup drafted two recommendations which were presented at the March 9, 2020 study session. Additional data was provided to the council at the March 23, 2020 study session in a written report. At the June 8, 2020 study session, the council and workgroup discussed the recommendations from the workgroup. The council directed staff to revise the city’s rental license ordinance to repeal the crime/drug free language consistent with the workgroup’s recommendation, Option B. At the August 3, 2020 city council meeting, the council approved the first reading of the revised ordinance appealing the crime and drug free sections of the ordinance.

Strategic priority consideration: St. Louis Park is committed to providing a broad range of housing and neighborhood oriented development.

Supporting documents: Discussion Revised rental license ordinance

Prepared by: Michele Schnitker, housing supervisor; Marney Olson, asst. housing supervisor
Reviewed by: Karen Barton, community development director; Mike Harcey, police chief
Approved by: Tom Harmening, city manager
Discussion

Background: The crime/drug-free rental housing ordinance took effect in 2008 in response to concerns related to rental properties experiencing disorderly or criminal activity. Following discussions held by council on the impacts of the ordinance in May and December 2018, the council approved a resolution suspending sending notices of violations of city code Section 8-331 to owners or property managers of a rental property in order to allow time for further study of the ordinance.

Crime/drug-free rental ordinance workgroup: In early 2019, council convened a group of key stakeholders to review information/data, gain input and provide recommendations to the city council on possible changes to the ordinance. Workgroup members included rental property owner/managers, renters, community members and a legal aid attorney. The first workgroup meeting was held April 14, 2019. Nine meetings were held over the following nine months at which the workgroup conducted an in-depth review and analysis of the ordinance. The workgroup also reviewed and considered the comments from a community engagement process.

Existing ordinance

Key components of the current ordinance include:
- Crime-free, drug-free training required
- Use of crime-free addendum required
- Owner/property manager receives notice of violations
- Termination of tenancy required for three disorderly use violations in a 12-month period
- Termination of tenancy required for violation of the crime or drug provisions
- Owner may appeal the notice of violations that require termination
- Owner failing to proceed with termination is subject to an administrative violation fee
- Provisional license based on the number of police contacts or failure to comply with city code

Early in the process the workgroup identified areas of concern related to the existing ordinance that influenced their decisions as they worked to create changes to the current ordinance. These areas include:
- Proportionality: The existing ordinance treats all levels of crime the same from a petty misdemeanor to a felony.
- Due process: The ordinance does not provide necessary due process for tenants. Tenants do not receive notices of violations from the city/police department and tenants do not have an appeal process.
- Equity/Racial Equity: The ordinance has a disparate impact on lower income renters and people of color.
- Overreach: The language in the ordinance is too broad including “other person affiliated with the resident” and “near the premises”. The ordinance requires everyone on the lease be terminated and workgroup members discussed this as an overreach when removing one lease holder may be enough.
- Not necessary: Public safety goals can be addressed without having the ordinance in place. Minnesota State Statute already addresses criminal behavior in rental housing and an eviction process is in place.
• Homeowners: The ordinance only applies to rental property, holding renters to a different standard creating a power imbalance between renters and homeowners.
• Homelessness: The ordinance incentivizes tenant displacement which may result in homelessness which does not make the community safer.

All workgroup members agreed that changes to the existing ordinance were necessary. The majority did agree on several key principles related to the current ordinance including:
• The city should continue to require owners/property managers to attend a crime-free training and enhance the training to include domestic violence and mental health and continue to include mediation and fair housing.
• Any notice sent to a landlord should also be sent to the tenant.
• Tenants should be allowed to appeal violation notices.
• Existing ordinance has too broad of a reach. Violations should be limited to activity that occurs on the premises. Most workgroup members stated “other person affiliated with the resident” was an overreach.
• The majority agreed that compulsory lease terminations should be removed from the ordinance; however, one workgroup member disagreed.

Workgroup recommendations: The areas of concern and consensus above are reflected in two options recommended by the workgroup. Most of the workgroup members supported presenting both Option A and Option B to the council and are as follows:

Option A, amend existing ordinance
1. Require rental licensing.
2. Require training every three years with updates on new/modified information provided through the quarterly SPARC (St. Louis Park Area Rental Coalition) newsletters or in meetings, or when there is a change in management/ownership.
3. Enhance training to include information related to domestic violence, mental illness, tenant resources and mediation services.
4. Require crime-free addendum for all leases.
5. Modify definitions to clarify who and where incidents apply to.
6. Remove the compulsory lease terminations components of the ordinance.
7. When an incident is documented by the police department, put in place an internal review process to ensure the incident warrants a notice.
8. Any notice of an incident must be sent to both the landlord and tenant.
9. Consider options for the notice of incidents to come from a representative of the city other than the police department.
10. Detailed records of all incidents are maintained by the city and reviewed with the landlords upon renewal of rental license.
11. If it is determined that incidents are not being addressed at the property, require an action plan be prepared and approved by the city prior to license renewal, and if necessary, utilize the authority provided in the provisional license ordinance to ensure that criminal, drug and safety issues are resolved.

Option B, repeal existing ordinances
1. Require rental licensing.
2. Require training every three years with updates on new/modified information provided through the quarterly SPARC (St. Louis Park Area Rental Coalition) newsletters or in meetings, or when there is a change in management/ownership.

3. Enhance training to include information related to domestic violence, mental illness, tenant resources and mediation service.

4. Repeal sections 8-331 and 8-332 requiring crime-free, drug-free lease addendum, notices of violations and termination of tenancy for violation of the ordinance in their entirety.

5. Revise Provisional License Ordinance 8-333 to:
   - Allow the city to downgrade a rental license to provisional status upon determination of ongoing public safety concerns, without regard to the number of reported incidents.
   - Allow landlords and involved tenants to appeal this decision before the provisional license takes effect.

Public comments: A public meeting was held February 4, 2020 to seek public comment on the crime/drug-free ordinance and the recommendations being proposed by the workgroup. Public comments were also accepted through the city’s web site from January 28 – February 11. All the comments received at the community meeting supported Option B, repealing the ordinance. Most comments received online also supported Option B. There were comments submitted in support of Option A, modifying the ordinance, but to a much lesser extent.

Council direction: Following consideration of the public comments, the workgroup finalized the recommendations presented to the council at the March 9 study session. Most workgroup members supported Option B, repealing the ordinance and revising the provisional license. Two workgroup members support Option A and one workgroup member supports keeping the current ordinance with the compulsory lease termination but addressing due process issues. In general, the community members, housing advocates and tenants on the workgroup support repealing the ordinance and the property owners/managers support modifications to the ordinance. At the June 8, 2020 study session, the council and workgroup discussed the recommendations proposed by the workgroup. The council directed staff to revise the rental license to repeal the crime/drug free language consistent with the workgroup’s Option B recommendation. At the August 3, 2020 city council meeting, the council approved the first reading of the revised ordinance appealing the crime and drug free sections of the ordinance.

Next steps: Following the approval of the 2nd reading and adoption of the revised ordinance, the next step in the revision of the ordinance is the publication of the adopted ordinance on August 27, 2020. The ordinance shall take effect fifteen days after its publication. A notification of the revision of the rental ordinance is being prepared for distribution to all rental property owners.

<table>
<thead>
<tr>
<th>First reading</th>
<th>August 3, 2020</th>
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<tr>
<td>Second reading</td>
<td>August 17, 2020</td>
</tr>
<tr>
<td>Date of publication</td>
<td>August 27, 2020</td>
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<tr>
<td>Date ordinance takes effect</td>
<td>September 11, 2020</td>
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</table>
Ordinance No. ___-20

An ordinance to repeal crime and drug free rental ordinance requirements

The City of St. Louis Park does ordain:

Subdivision VIII. Rental Housing

Sec. 8-326. License required.

(a) The owner of a residential building or portion thereof operated as rental housing with one or more dwelling units must obtain a rental housing license. The license shall contain a statement that the tenant or tenants may contact the attorney general for information regarding the rights and obligations of owners and tenants under state law. The statement shall include the telephone number and address of the attorney general.

(b) The term “rental housing” means any dwelling unit that is not owner occupied. The term includes any dwelling unit which is either unoccupied or occupied by a relative of the owner.

(c) Exceptions. No license shall be required under the following circumstances:

1. A dwelling unit occupied by the owner for a minimum of six months per calendar year.
2. Rented rooms within an owner-occupied dwelling unit.
3. Unoccupied dwelling units being offered for sale which have been issued a Certificate of Property Maintenance that remains in effect.

(d) The term “Owner” means the owner as determined by an examination of record title to the property at the office of the Hennepin County Recorder.


Sec. 8-327. Required Application Information.

The owner must identify a designated property manager responsible for operation and maintenance of each licensed property. Contact information for the owner and property manager must be provided on the license application, and the owner must provide the city with any changes occurring within the license period. The owner may be the designated property manager. The owner must submit verification with the license application that the designated property manager has attended required training as specified in this section, and that the Crime Free/Drug Free and Disorderly Use language required by this section is contained in the licensed property tenant lease or leases.

(Ord. No. 2334-07, 08-10-2007; Ord. No. 2361-08, 1-1-2009)
Sec. 8-328. **Rental Owner/Property Manager Crime Free/Drug Free Training.**

The owner or property manager must have attended a residential rental training program offered by the City of St. Louis Park an approved training in The Minnesota Crime Free Multi-Housing Program before any rental license is issued. A Provisional Temporary License may be issued following payment of the regular license fee for six months to accommodate the training schedule. An owner whose only rental housing is either unoccupied or a dwelling unit homesteaded by a relative is exempted from the training program. **Owners or property managers are required to complete a training review every three years.**

(Ord. No. 2334-07, 08-10-2007; Ord. No. 2361-08, 1-1-2009)

Sec. 8-329. **Maintenance.**

The owner of a residential building or portion thereof operated as rental housing must maintain all dwelling units, common space and exteriors of such buildings within the owner’s control in compliance with the City Code, and state and federal laws and regulations. The owner of such rental housing shall perform a periodic assessment of all portions of the building and correct any inadequacies to ensure the building is maintained in good repair.

(Ord. No. 2334-07, 08-10-2007; Ord. No. 2361-08, 1-1-2009)

Sec. 8-330. **City Inspections.**

(a) The owner of rental housing shall permit access by the City to perform a minimum of one inspection every two years of every dwelling unit and common space within the owner’s control. The City may perform or require additional inspections if deemed necessary by the City or by the request of a tenant. The owner shall notify the tenant or tenants of the time when the City inspection will be conducted and provide access to the units.

(b) The owner’s rental housing license may be suspended, revoked or denied renewal for failing to maintain the licensed building in compliance with the property maintenance code as set forth in chapter 6, article V of this Code or otherwise failing to comply with the requirements of the City Code or applicable state or federal law.

(Ord. No. 2334-07, 08-10-2007; Ord. No. 2361-08, 1-1-2009)

Sec. 8-331. **Crime Free/Drug Free and Disorderly Use Lease Requirements.**

(a) All tenant leases, except for state licensed residential facilities and subject to all preemptory state and federal laws, shall contain the following Crime Free/Drug Free and Disorderly Use language:


1. Resident, any members of the resident’s household or a guest or other person affiliated with resident shall not engage in criminal activity, including drug-related criminal activity, on or near the premises.
2. Resident, any member of the resident’s household or a guest or other person affiliated with resident shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Resident, any member of the resident’s household or a guest, or other person affiliated with the resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the premises or otherwise.

5. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

(2) Disorderly Use.

1. Resident, members of the resident’s household, guests, or other persons under the resident’s control shall not engage in the following Disorderly Use activities: violations of state law relating to alcoholic beverages; trespassing or disorderly conduct; and violation of the St. Louis Park City Code relating to zoning, nuisance and prohibited noise.

2. THREE DISORDERLY USE VIOLATIONS INVOLVING THE SAME TENANCY WITHIN A CONTINUOUS TWELVE-MONTH PERIOD SHALL BE A SUBSTANTIAL AND MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.

(3) Definitions.

1. The term “criminal activity” means prostitution, criminal street gang activity, threatening, intimidating or assaultive behavior, the unlawful discharge of firearms, or any other criminal activity on or near the premises that jeopardizes the health, safety and welfare of the landlord, his agent, other resident, neighbor or other third party, or involving imminent or actual serious property damage.

2. The term “drug related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance or any substance represented to be drugs (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

(4) Non-Exclusive Remedies. The Crime Free/Drug Free and Disorderly Use provisions are in addition to all other terms of the lease and do not limit or replace any other provisions.
(b) These lease provisions shall be incorporated into every new lease for a tenancy beginning January 1, 2008 and all renewed leases by January 1, 2009.

(c) Upon determination by the Police Department that a licensed premises or unit within a licensed premise was used in violation of the Crime Free/Drug Free provisions of Subsection (a)(1) herein, the Police Department shall cause notice to be made to the owner and property manager of the violation. The owner or property manager shall notify the tenant or tenants within ten days of the notice of violation of the Crime Free/Drug Free lease language and proceed with termination of the tenancy of all tenants occupying the unit. The owner shall not enter into a new lease for a unit located in the licensed property with an evicted tenant for a period of one year after the eviction.

(d) Upon determination by the Police Department that a licensed premises or unit within a licensed premises was used for Disorderly Use activities as set forth in Subsection (a)(2) herein, the Police Department shall cause notice to be made to the owner and property manager of the violation and direct the owner and property manager to take steps to prevent further Disorderly Use violations.

(e) If a second Disorderly Use violation as determined by the Police Department occurs within a continuous twelve-month period involving the same tenancy, the Police Department shall cause notice to be made to the owner and property manager of the second violation. The owner or property manager shall respond in writing within ten (10) days of receipt of the notice with an action plan to prevent further Disorderly Use violations.

(f) If a third Disorderly Use violation as determined by the Police Department occurs within a continuous twelve-month period involving the same tenancy, the Police Department shall cause notice to be made to the owner and property manager of the third violation. The owner or property manager shall notify the tenant or tenants within ten days of the Notice of Disorderly Use violation of the Crime Free/Drug Free lease language within the lease and proceed with termination of the tenancy of all tenants occupying the unit. The owner shall not enter into a new lease for a unit located in the licensed property with an evicted tenant for a period of one year after the eviction.

(g) The provisions of Subsections (c), (d), (e), and (f) herein do not apply if the determination that the premises have been used in violation of the Crime Free/Drug Free provisions of Subsections (a)(1) and (a)(2) herein originates from a call from or at the request of one or more of the tenants occupying the premises for police or emergency assistance, or in the case of domestic abuse, from a call for assistance from any source. The term “domestic abuse” has the meaning given in Minn. Stat. § 518B.01, subd. 2.

(h) The owner may appeal the Notice of Violation of the Subsection (c) Crime Free/Drug Free lease language or the Subsection (f) Notice of Disorderly Use Violation by making a written request to the City Manager for a hearing within ten (10) days of receipt of the Notice. The owner shall have the right to appear at the hearing and present any relevant evidence, including the right to challenge the validity of all three incidents forming the basis for a disorderly use notice pursuant to Subsection (f). The City Manager or designee shall promptly conduct the hearing and issue the decision either affirming or reversing the Notice of Violation.
If the Notice of Violation is affirmed, the owner will have ten (10) days from receipt of the decision to proceed with termination of the tenancy as required by Subsection (c) or (f).


**Sec. 8-332. Administrative License Violation Fee.**

An owner failing to proceed with an action to terminate the tenancy after Police Department notification in accordance with a Crime Free/Drug Free violation or the third Disorderly Use violation shall pay an administrative license violation fee of $750.00 for each calendar month that the owner fails to proceed. Any outstanding fees must be paid prior to the city renewing a rental license for the licensed premises. The owner may appeal the imposition of the fee to the City Manager or designee by making a written request for a hearing within ten (10) days of receipt of the Notice of Imposition of the administrative fee.


**Sec. 8-3331. Provisional Licenses.**

(a) A licensed premise is only eligible for an owner’s license shall be converted to a provisional license under the following circumstances:

1. A licensed premise with between three and eleven dwelling units has generated an average of 1.0 or more police contacts per dwelling unit in the preceding twelve (12) month period; or

2. A licensed premise with twelve or more dwelling units that has generated an average of 0.7 or more police contacts per dwelling unit in the preceding twelve (12) month period; or

3. The existence of substantial on-going public safety concerns; or

4. Licensee’s consistent failure to maintain compliance with property maintenance and other City Code requirements.

3. To accommodate the residential rental training schedule.

(b) Police contacts counted to determine whether a provisional license is required that may be considered to determine whether there are substantial on-going public safety concerns include disorderly use activities, criminal activity and drug related criminal activity defined in Section 8-331. The police contact shall be counted if it involves an incident that occurs anywhere on the licensed premises regardless of who is involved, or near the licensed premises if the contact involves tenants or guests of the licensed premises and the incident is connected to the licensed premises.

(c) Police contacts will not be counted considered for purposes of determining whether a provisional license is required substantial on-going public safety concerns exits where the victim and suspect are “family or household members” as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (b) and where there is a report
of “Domestic Abuse” as defined in the Domestic Abuse Act, Minnesota Statutes, Section 518B.01, Subd. 2 (a).

(d) The period of time used to determine whether a provisional license is required based upon the number of police contacts is the twelve (12) month period ending two months before the expiration of the existing license. Additionally, upon sixty (60) days notice to the licensee, a regular license may be converted to a provisional license if substantial on-going public safety concerns exist.

(d) The existence of substantial on-going public safety concerns that make a licensed-premises only eligible for a provisional license even though the number of police calls does not meet the above threshold shall be determined by the Chief of Police. Factors that will be considered in determining if substantial on-going public safety concerns warrant converting a regular license to a provisional license include the nature and severity of the incidents giving rise to the police contacts and any evidence that tenants are being discouraged or intimidated from making police contacts, the level of community policing activity compared to similar properties, the number of unauthorized guests and other non-tenants at the premises and the licensee’s timeliness and diligence in evicting or otherwise addressing public safety concerns.

(e) Upon determining that a regular license is to be converted to a provisional license due to on-going public safety concerns pursuant to Section 8-331(a)(1), the city shall promptly provide notice of this decision to the owner and to each tenant alleged to have been involved in each police contact or incident cited in support of the decision. The notice shall include the date and time of each cited contact or incident, along with sufficient identifying information about the contact(s) or incident(s) for the owner and/or involved tenant(s) to assess whether the factors listed in subparts (b), (c) and (d), above, have been properly considered in the city manager’s decision. The owner and each tenant shall then have 10 days to submit a written appeal of the decision. In the event that the city receives timely notice of appeal, the city manager shall promptly schedule a hearing on the appeal, providing prompt notice of the date and time of the hearing to the owner and to any tenant that joined or participated in the appeal, to present evidence contesting the decision and/or any arguments to overturn the decision. The provisional license shall not take effect until after the final determination of the appeal.

(f) If a regular licensee is determined to be only eligible for converted to a provisional license, the licensee must submit to the City manager or designee for review a mitigation plan for the license period. The mitigation plan shall describe steps proposed by the applicant to reduce the number of police contacts and public safety concerns to a level that qualifies for a regular license. The mitigation plan may include such steps as changes in tenant screening procedures, changes in lease terms, security measures, rules and regulations for tenant conduct and security personnel. If there has been a consistent failure to promptly meet property maintenance and other code requirements, the mitigation plan shall describe the steps to eliminate the problem.

(g) In addition to an approved mitigation plan, a provisional license will only be issued if the following conditions are also met:
(1) Owner and manager or managers have all successfully completed, or will promptly complete, a training program provided or specified by the City.

(2) Managers must be resident managers or on-site managers who are on site or available 24 hours a day.

(3) The licensee must provide the City with a current Certificate of Insurance providing proof of property and general liability coverage. The City may notify the insurer of the license status of the property.

(h) After giving the applicant an opportunity to be heard, the City Manager or designee shall approve, disapprove, or approve with conditions the application and the mitigation plan. In evaluating a mitigation plan, the City Manager or designee will consider, among other things, the facility, its management practices, the nature and seriousness and frequency of the causes for police contacts and general public safety concerns, and the expected effectiveness of measures identified in the plan to reduce the number of police contacts, address overall public safety concerns, or incidents of property maintenance and other code violations. In evaluating a mitigation plan submitted by an applicant already under a provisional license, the City Manager or designee will also consider the effectiveness of measures identified in any previous mitigation plan and the need for different or additional measures to reduce police contacts, address overall public safety concerns, or reduce property maintenance and other code violations.

(i) The licensee shall comply with the mitigation plan as approved or modified by the City Manager or designee. No later than the tenth day after each calendar month, the licensee shall mail or deliver to the City Manager or designee a written report describing all steps taken in furtherance of the mitigation plan during the preceding month. A provisional license will be issued for up to a maximum of twelve months.

(j) The fee for a provisional license shall be established by ordinance. The licensee having a regular license converted to a provisional license within the regular license term must pay the license fee difference.

(Ord. No. 2393-10, 11-12-10)

Sec. 8-3342. License Suspension, Revocation, Denial and Non-Renewal.

(a) Every regular or provisional rental housing license issued under the provisions of Section 8-326 to 8-3331 is subject to suspension, revocation or non-renewal pursuant to Section 8-36.

(b) The City may revoke, suspend or decline to renew any regular or provisional rental housing license issued pursuant to Sections 8-326 to 8-3331 upon any of the following grounds:

(1) false statements on any application or other information or report required by this Chapter to be given by the applicant or licensee.
(2) failure to pay any application, penalty, reinspection or reinstatement fee required by this Chapter and City Council resolution

(3) failure to correct deficiencies identified in violation notices within the specified time for maintaining the building and property in compliance with Sec. 8-329 or failure to accommodate inspections are required by Sec. 8-330.

(4) failure to comply with the provisions of an approved mitigation plan in the case of provisional licenses.

(5) failure to operate or maintain the licensed premises in conformity with all applicable state laws and regulations and this Code of Ordinances.

(6) actions by the licensee which constitute either intimidation of or retaliation against a tenant relating to the initiation of a police contact, the reporting of a potential property maintenance violation or other communication to any public official or other third party about the condition of the property or activities occurring on or near the licensed premises.

(7) any other violation of this Chapter.

(c) Licenses may be suspended for up to six (6) months and may, after the period of suspension, be reinstated subject to compliance with this Chapter and any conditions imposed by the City at the time of suspension. Licenses that are revoked will not be reinstated until the owner has applied for and secured a new license and complied with all conditions imposed at the time of revocation.

(d) In the event that a license is suspended, revoked or not renewed, it shall be unlawful for the owner or the owner’s duly authorized agent to thereafter permit any new occupancies of vacant or thereafter vacated rental units until such time as a valid license may be restored. Revocation, suspension or non-renewal of a license shall not excuse the owner from compliance with all state laws and regulations and this Code of Ordinances for as long as any units in the facility are occupied. Failure to comply with all terms of this Chapter during the term of revocation, suspension or non-renewal is a misdemeanor and grounds for extension of the term of such revocation or suspension or continuation of non-renewal, or for a decision not to reinstate the license, notwithstanding any limitations on the period of suspension, revocation or non-renewal.

(e) Nothing in this section shall permit occupancy of a licensed premises or individual dwelling unit if the Certificate of Occupancy is revoked or the licensed premises or unit is posted uninhabitable.

(Ord. No. 2393-10, 11-12-10)

Sec. 8-3353. Provisional License Fee.

The fee for a provisional license shall be twice the amount of an equivalent regular license, with such fee being set by ordinance by the City Council and codified as part of Appendix A to the City Code. (Ord. No. 2393-10, 11-12-10)
Sec. 8-3364. Sale of Affordable Housing Building.

(a) Definitions. The following definitions apply in this Section of this Code. References to “Section” are, unless otherwise specified, references to this Section of this Code. Defined terms remain defined terms, whether or not capitalized.

1. Affordable housing building means a multifamily rental housing building having three or more housing units, where at least 18% of the units rent for an amount that is affordable to households at or below 60 percent area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

2. Affordable housing unit means a rental unit in an affordable housing building that rents for an amount that is affordable to households at or below 60 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.

3. Cause means the tenant or a member of the tenant’s household materially violated a term of the lease, or violated a provision of the city’s Rental Housing Ordinance, City Code Section 8-331 Crime Free/Drug Free and Disorderly Use Lease Requirements.

4. Tenant protection period means the period that commences on the date when a real estate closing transfers ownership of an affordable housing building and run through the end of the 3 calendar months following the month in which written notice of the transfer is sent to each affordable housing unit tenant pursuant to subpart (c) of this Section.

(b) Relocation Assistance

1. If during the tenant protection period the new owner of an affordable housing building terminates or refuses to renew any affordable housing unit tenant’s rental agreement without cause, then upon terminating or refusing to renew the tenant’s lease, the new owner shall pay to the tenant, as relocation assistance, no later than the day upon which the tenant vacates the unit, a payment in the amount as follows: $2,600 for a studio or single room occupancy dwelling unit, $3,000 for a one-bedroom dwelling unit, $3,600 for a two-bedroom dwelling unit, and $4,100 for a three-bedroom or larger dwelling unit.

2. During the tenant protection period if a rent increase goes into effect on any affordable housing unit, or the new owner of an affordable housing building raises any affordable housing unit tenant’s rent, or rescreens an existing affordable housing unit tenant, and the tenant gives written notice to the new owner to terminate the rental agreement, the new owner, shall within 30 days of receiving tenant’s written notice of termination of the rental agreement, pay to the tenant as relocation assistance, a payment in the amount as follows:
$2,600 for a studio or single room occupancy dwelling unit, $3,000 for a one-bedroom dwelling unit, $3,600 for a two-bedroom dwelling unit, and $4,100 for a three-bedroom or larger dwelling unit.

(c) Notice. Whenever ownership of an affordable housing building shall transfer, the new owner shall, within thirty (30) days of the date on which a real estate closing transfers ownership of the affordable housing building, give written notice to each affordable housing unit tenant of the building that the property is under new ownership stating:

(1) The name, mailing address, and telephone number of the new owner.

(2) St. Louis Park City Code Section 8-336 provides for a tenant protection period for affordable housing unit tenants. Under Section 8-336, affordable housing unit tenants may be entitled to relocation assistance from the new owner if the new owner terminates or does not renew the tenant’s rental agreement without cause within the tenant protection period. Affordable housing unit tenants may also be entitled to relocation assistance from the new owner if the owner raises the rent or initiates a tenant rescreening process within the tenant protection period and the tenant terminates their rental agreement.

(3) Whether there will be any rent increase within the tenant protection period with the amount of the rent increase and the date the rent increase will take effect.

(4) Whether the new owner will require existing affordable housing unit tenants to be re-screened to determine compliance with existing or modified residency screening criteria during the tenant protection period and if so, a copy of the screening criteria.

(5) Whether the new owner will terminate or not renew rental agreements without cause during the tenant protection period and if so, notice to the affected affordable housing unit tenants whose rental agreements will terminate and the date the rental agreements will terminate.

(6) Whether the new owner intends to increase rent, require existing affordable housing unit tenants to be rescreened to determine compliance with existing or modified residency screening criteria, or terminate or not renew affordable housing unit rental agreements without cause on the day immediately following the tenant protection period.

The new owner shall provide a copy of the notice required by this part to the city at the same time notice is provided to the tenants. The new owner of an affordable housing building shall not terminate or not renew a tenant’s rental agreement without cause, raise rent, or rescreen existing tenants during the tenant protection period without giving the notice required by this part.

(d) Penalty.
(1) A violation of subpart (b) of this Section is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code Section 1-14. Notwithstanding any provision of City Code Section 1-14, the penalty for a violation of subpart (b) of this Section shall be the sum of the applicable amount of relocation assistance plus $500.

(2) A violation of subpart (c) of this Section is an administrative offense that may be subject to an administrative citation and civil penalties as provided in City Code Section 1-14.

(3) A violation of this ordinance as to each dwelling unit shall constitute a separate offense.

(e) Within thirty (30) days after a person pays the penalty provided for in subpart (d) (1) of this Section to the city, the city shall pay to the displaced tenant of the affordable housing unit for which the violation occurred an amount equal to the relocation assistance provided for in subpart (b) of this Section.

(Ord. No. 2534-18, 4-16-18)

Secs. 8-3375 – 8-345. Reserved.

(Ord. No. 2534-18, 4-16-18)

Secs. 8-3375 – 8-345. Reserved.

Section 2. This ordinance shall take effect fifteen (15) days after its publication.

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<td>August 3, 2020</td>
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<td>Second reading</td>
<td>August 17, 2020</td>
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<td>Date of publication</td>
<td>August 27, 2020</td>
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<td>Date ordinance takes effect</td>
<td>September 11, 2020</td>
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Reviewed for administration:  
Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager  
Jake Spano, mayor

Attest:  
Approved as to form and execution:

Melissa Kennedy, city clerk  
Soren Mattick, city attorney
Executive summary

Title: South Cedar Trails Homeowners Association HIA development agreement and loan resolutions

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**

- Motion to adopt Resolution to authorize execution of the development agreement between the city and the South Cedar Trails Homeowners Association for housing improvements within the established South Cedar Trails Housing Improvement Area (HIA).
- Motion to adopt Resolution authorizing an internal loan for funds in connection with housing improvements within the established South Cedar Trails Homeowners Association (HIA).

Policy consideration: The resolutions approve the development agreement and internal loan for the established South Cedar Trails HIA.

Summary: The city is authorized by the state to establish HIAs as a finance tool for private housing improvements. A HIA is a defined area within a city where housing improvements are made, and the cost of the improvements are paid in whole or in part from fees imposed on the properties within the area. The city adopted an HIA policy in 2001 and has previously established seven HIAs. The South Cedar Trails HIA proposal meets the intent of the city policy.

In April 2020, the South Cedar Trails Homeowners Association (Association) submitted signed petitions from 88% of owners requesting the city council schedule a public hearing to establish the HIA and impose fees. Per state statute, cities may only establish an HIA when 50% or more of the association owners petition the city to do so.

The public hearing was held May 4 and held open for testimony until May 18. Council adopted Ordinance No. 2587-20 establishing the South Cedar Trails HIA and passed Resolution 11-134 imposing fees at the June 15, 2020 council meeting. The veto period ended July 30 and the prepayment period ended August 10. The South Cedar Trails HIA improvements can begin once the development agreement and internal loan are approved by resolution.

Financial or budget considerations: HIA will be funded using an internal loan from the housing rehab fund. The total project cost, including soft costs is $591,845. The city received $58,682 in prepaid fees; therefore, the maximum loan to the association is $533,163.

Strategic priority consideration: St. Louis Park is committed to providing a broad range of housing and neighborhood oriented development.

Supporting documents: Discussion
Development agreement
Resolutions

Prepared by: Marney Olson, assistant housing supervisor
Reviewed by: Michele Schnitker, housing supervisor/ deputy CD director
Karen Barton, community development director
Approved by: Tom Harmening, city manager
Discussion

Background: The city is authorized by the state to establish HIAs as a finance tool for private housing improvements. An HIA is a defined area within a city where housing improvements are made, and the cost of the improvements are paid in whole or in part from fees imposed on the properties within the area. The city adopted an HIA policy in 2001 for private housing improvements for condominium and townhouse associations. The South Cedar Trails HIA proposal meets the intent of the city policy.

The HIA statute requires the council to provide full disclosure of public expenditures, as well as the terms of any loans, bonds or other financial arrangements for housing improvement area projects prior to establishing a housing improvement area. This information was discussed in the public hearing notice and at both the May 4, 2020 and May 18, 2020 city council meetings. Four written public comments were received in support of the South Cedar Trails HIA.

The city council adopted Ordinance No. 2587-20 establishing the South Cedar Trails HIA and passed Resolution 11-134 imposing fees at the June 15, 2020 council meeting. Total project costs are approximately $591,845, of which $566,845 are for construction costs and $25,000 for soft costs (city administrative fee, legal fee and financial fee).

The veto period ended July 30 and prepayment period ended August 10. The city received $58,682 in prepaid fees. The internal loan will be for a maximum amount of $533,163 to pay for all costs associated with the project as outlined in the attached. The loan will be financed through a loan of funds from the housing rehab fund and will be repaid from the HIA fees collected with the real estate taxes of the property owners located in the South Cedar Trails HIA. The loan has a 15-year term with a 2.91% interest rate. Any of the remaining property owners that did not prepay their HIA fee will have the opportunity to prepay at any time during the 15-year term of the loan.

Kennedy & Graven drafted the attached private development agreement and staff worked with Kennedy & Graven and association board members on any revisions. The June 15, 2020 council report outlined the following key elements of the contract for private development.

- Association will provide ongoing financial reports & records for the term of the loan.
- Association will provide its assets (in the form of dues, fees, assessments and covenants) as security to the city.
- Association will retain a replacement reserve fund agreed upon by the city and association for the term of the loan.
- Association will retain professional property management for the term of loan.
- Association will ensure improvements are completed according to specific requirements.
- Monies will be disbursed as work is verified by city representatives as being completed.
- Association will provide notice of fee to prospective buyers.

Next steps: Upon approval of development agreement resolution, internal loan resolution, and execution of the development agreement the South Cedar Trails Association can proceed with the HIA improvements.
DEVELOPMENT AGREEMENT

Between

CITY OF ST. LOUIS PARK, MINNESOTA

and

SOUTH CEDAR TRAILS HOMEOWNERS ASSOCIATION, INC.

Dated: August 17, 2020

This document was drafted by:
KENNEDY & GRAVEN, Chartered (MNI)
470 US Bank Plaza
Minneapolis, Minnesota 55402
Telephone: (612) 337-9300
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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the 17th day of August, 2020, by and between the CITY OF ST. LOUIS PARK, a Minnesota municipal corporation (the "City") and SOUTH CEDAR TRAILS HOMEOWNERS ASSOCIATION, INC., a Minnesota nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, the City is authorized under Minnesota Statutes, Sections 428A.11 to 428A.21, as amended (the "Act"), to establish by ordinance a housing improvement area within which housing improvements are made or constructed and the costs of such improvements are paid in whole or in part from fees imposed within the area; and

WHEREAS, by Ordinance No. 2587-20, adopted June 15, 2020 (the "Enabling Ordinance"), the City Council of the City (the “Council”) established the South Cedar Trails Homeowners Association Housing Improvement Area (the “Housing Improvement Area”) in order to facilitate certain improvements to property known as South Cedar Trails, which property is legally described in Schedule A attached hereto and is hereinafter referred to as the "Property;" and

WHEREAS, by Resolution No. 20-091, adopted June 15, 2020 (the "Fee Resolution"), the Council imposed a housing improvement fee on Housing Units (as hereinafter defined) in the Housing Improvement Area in order to finance certain housing improvements in that area; and

WHEREAS, the City intends to make a loan (the “Internal Loan”) to the Association in the amount necessary to defray the expense to be incurred in making the housing improvements, which Internal Loan is payable primarily from proceeds of the fee imposed under the Fee Resolution; and

WHEREAS, prior to adoption of the Fee Resolution by the Council, the Association submitted to the City a financial plan in accordance with the Act that provides for the Association to finance maintenance and operation of the common elements in the Association and a long-range plan to conduct and finance capital improvements therein; and

WHEREAS, the City believes that development of the improvements to the Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Housing Improvement Area has been undertaken.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:
ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 428A.11 to 428A.21, as amended.

"Annual Debt Service" means the amount of principal and interest, payable on the Internal Loan on any August 1 and the next succeeding February 1.

"Association" means South Cedar Trails Homeowners Association, Inc., or its permitted successors and assigns.

"Association's Authorized Representative" means the Association President or its Treasurer or any successor designated by written notice from the Association to the City.

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

"City" means the City of St. Louis Park, Minnesota.

"City’s Authorized Representative” means the Director of Community Development or a person designated in writing by said Director.

“City Building Official” means the City’s chief building inspector or a person designated in writing by said chief building inspector.

"Certificate of Completion" means the certification provided to the Association, pursuant to Section 4.4 hereof.

"Completion Date" means the date of actual completion of the Housing Improvements as certified by the City Building Official pursuant to Section 4.4 hereof.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by the Association on the Property which shall be as detailed as the City may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

"Contractor" means any person, including subcontractors, who shall be engaged to work on, or to furnish materials and supplies for the Housing Improvements.

"Council" means the City Council of the City.

"County" means the County of Hennepin, Minnesota.
"Draw Request" means the form, substantially in the form set forth in Schedule C attached hereto, which shall be submitted to the City when a disbursement is requested as further described in Section 3.4 hereof.

"Enabling Ordinance" means Ordinance No. 2587-20, adopted by the Council on June 15, 2020, which establishes the Housing Improvement Area.

"Event of Default" means an action by the Association listed in Article VII hereof.

"Fee" means the housing improvement fee imposed on all Housing Units in the Housing Improvement Area pursuant to the Fee Resolution.

"Fee Resolution" means Resolution No. 20-091, adopted by the Council on June 15, 2020, which imposes the Fee.

"Fee Revenues" means all proceeds of the Fee payable to the City.

"Financial Advisor" means Ehlers and Associates, Inc. or any successor Independent financial advisory firm retained by the City.

"Financial Plan" means the financial plan prepared by Cedar Management, Inc., submitted to the City, as amended annually pursuant to Section 6.3 hereof.

"Housing Improvement Area" means the real property located within the South Cedar Trails Homeowners Association Housing Improvement Area as established by the Enabling Ordinance.

"Housing Improvements" means the improvements to the Property as set forth in Schedule B attached hereto.

"Housing Unit" means a Unit in the Property, as described in Minnesota Statutes, Chapter 515B, or Living Unit and Garage Lot in the Property, as described in the Declaration of Covenants, Conditions and Restrictions for South Cedar Trails, dated as of July 1, 1977.

"Independent", when used with reference to an attorney, engineer, architect, certified public accountant, or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the Association or the transaction to which his or her certificate or opinion relates (other than the payment to be received for professional services rendered), and (iii) is not connected with the City or the Association as an officer, director or employee.

"Inspecting Architect" means a professional representative hired by the Association for services in conjunction with enforcement of this Agreement.

"Internal Loan" means the proceeds of the loan made by the City from funds in its housing rehabilitation fund to the Association in connection with the Housing Improvement Area.

"Loan Resolution" means Resolution No. ______ approved by the City on August 17, 2020 approving the terms of the Internal Loan.
"Management Consultant" means a person or entity, experienced in the study and management of condominium housing and having a favorable reputation throughout the United States or the State of Minnesota for skill and experience in such work and, unless otherwise specified herein, retained or employed by the Association and acceptable to the City whose acceptance shall not be unreasonably withheld.

"Maturity Date" means the date the Internal Loan has been fully paid, defeased or redeemed in accordance with its terms.

"Net Revenues Available for Debt Service" means, as of the date of calculation, the Fee Revenues received by the City in the six-month period prior to the relevant Payment Date, together with any balance of Fee Revenues previously received by the City in excess of the amounts needed to pay all prior payments on the Internal Loan in accordance with the Loan Resolution and this Agreement.

"Payment Date" means any date on which principal and interest are due and payable on the Internal Loan.

"Project Fund" means the Project Fund as established in Section 3.1 hereof.

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

“Property Manager” means Omega Management, Inc., or another entity approved and designated by the City.

"Replacement Reserve Fund" means the reserve fund to be maintained by the Association in accordance with Section 6.5 hereof.

"State" means the State of Minnesota.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, fire or other casualty to the Housing Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, acts of war or terrorism, pandemic, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the Association's obtaining of permits or governmental approvals necessary to enable construction of the Housing Improvements by the dates such construction is required under Section 4.3 of this Agreement, unless such approvals are within the sole control of the City.

(The remainder of this page is intentionally left blank.)
ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation under the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City’s undertakings in connection with the Housing Improvements are authorized by the Act.

(c) On May 4, 2020 after receipt of petitions by owners of at least 50 percent of the Housing Units in the Housing Improvement Area and due publication and mailing of notice of hearing, the Council held a public hearing on the adoption of the Enabling Ordinance and on the adoption of the Fee Resolution, and on May 18 the Council approved the first reading of the Enabling Ordinance.

(d) On June 15, 2020, after a second reading of the Enabling Ordinance, the Council adopted the Fee Resolution and the Enabling Ordinance.

(e) To finance costs of the Housing Improvements, the City proposes to make the Internal Loan, and to disburse the proceeds thereof to the Association pursuant to the Loan Resolution and this Agreement. The City will initially make the Internal Loan in the aggregate principal amount as described in Section 3.1 hereof and the Internal Loan shall be in the form and shall be subject to the terms and provisions set forth in the Loan Resolution.

(f) There is no litigation pending or, to the best of its knowledge, threatened against the City relating to the Housing Improvements or to the Internal Loan or questioning the powers or authority of the City under the Act, or questioning the corporate existence or boundaries of the City or the title of any of the present officers of the City to their respective offices.

(g) The execution, delivery and performance of this Agreement does not violate any agreement or any court order or judgment in any litigation to which the City is a party or by which it is bound.

Section 2.2. Representations and Warranties by the Association. The Association represents and warrants that:

(a) The Association is a nonprofit corporation, duly organized and in good standing under the laws of the State, is not in violation of any provisions of its articles of incorporation, bylaws or the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its board of directors.

(b) The Association will construct, operate and maintain the Housing Improvements in accordance with the terms of this Agreement, the Financial Plan, and all local, State and federal
laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations, the City stormwater management plan and watershed district requirements).

(c) The Association has received no notice or communication from any local, state or federal official that the activities of the Association or the City in the Housing Improvement Area may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Association is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, State or federal environmental law, regulation or review procedure.

(d) The Association will construct the Housing Improvements in accordance with all local, state or federal energy-conservation laws or regulations.

(e) The Association will 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 Housing Improvements may be lawfully constructed.

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

(g) Whenever any Event of Default occurs and if the City shall employ attorneys, financial advisors or other consultants, 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 Association under this Agreement, the Association agrees that it shall, within ten (10) days of written demand by the City pay to the City the reasonable fees of such attorneys, financial advisors or consultants, and such other expenses so incurred by the City.

(The remainder of this page is intentionally left blank.)
ARTICLE III

Internal Loan; Disbursement of Proceeds

Section 3.1. Internal Loan

(a) In order to provide funds to defray the costs of the Housing Improvements, the City will make an Internal Loan to the Association from funds legally available for such purposes, in the maximum principal amount of $533,163 (the “Loan Amount”), which the parties agree and understand will be repaid from Fee Revenues. The source of funds for the Loan is the housing rehabilitation fund administered and controlled by the City. In connection with the Internal Loan, the City will adopt the Loan Resolution, which establishes a project fund (the “Project Fund”); provides that interest will accrue on the Loan Amount at a fixed annual interest rate of 2.91% for a term of fifteen (15) years, with interest accruing from the effective date of this Agreement; and specifies payment dates and other terms consistent with the terms of the Fee Resolution and this Agreement.

(b) The Loan Amount will be deposited in the Project Fund on the effective date of this Agreement, to be applied as follows:

(i) $508,163 for disbursement to pay Housing Improvement costs; and

(ii) $25,000 to pay administrative costs, legal fees, financial advisor, and inspecting architect’s fee (collectively, “Administrative Costs”).

Moneys in the Project Fund shall be subject to withdrawal only for the purposes of paying the costs of the Housing Improvements (including the Administrative Costs described above) or subject to any applicable provision of law, for payments theretofore made by the Association for such costs. None of the funds in the Project Fund shall be used for any purposes other than payment or reimbursement of such costs, except as otherwise provided in Section 3.9 hereof.

Administrative Costs in the amount not to exceed $25,000 may be disbursed from the Project Fund at any time after the effective date of Loan Resolution.

(c) All Fee Revenues will be applied as repayment of the Internal Loan in accordance with the terms of the Loan Resolution, and will be credited to the City’s housing rehabilitation fund from which the Internal Loan was derived. Fee Revenues in excess of the amount necessary to pay when due the principal and interest on the Internal Loan (including without limitation any prepayments of the Housing Improvement Fee in accordance with the Fee Resolution) and any balance of Fee Revenues remaining or received after payment in full of the Internal Loan, will be applied as described in Section 3.9 hereof.

(d) The City and Association agree, and the Loan Resolution provides, that interest earnings on funds in the Project Fund shall be credited to the City’s housing rehabilitation fund that was the source of the Internal Loan.

Section 3.2. Conditions Precedent to Initial Disbursement. The obligation of the City to make the initial disbursement hereunder (except disbursements for Administrative Costs as
described in Section 3.1 hereof) shall be subject to the condition precedent that the Association shall be in compliance with the conditions contained in Section 3.3 hereof and the further condition precedent that the City shall have received, on or before the date of such initial disbursement hereunder, the following:

(a) A copy of the Construction Plans, approved by the City Building Official in accordance with Section 4.2 hereof and in detail sufficient to enable the Association to authorize commencement of construction of the Housing Improvements, certified by the City Building Official and the Association;

(b) Copies of construction contracts, and such subcontracts as may be reasonably requested from time to time by the City;

(c) A sworn construction statement duly executed by the Contractors for the Housing Improvements showing estimates of all anticipated Contractors' contracts or subcontracts for specific portions of the work on the Housing Improvements and the amounts anticipated to become due each such Contractor, including all costs and expenses of any kind incurred and to be incurred in construction the Housing Improvements;

(d) A total project cost statement, incorporating estimates of the construction costs as shown on the sworn construction statement described in paragraph (c) above and setting forth all other costs and expenses of any kind anticipated to be incurred in completion of the Housing Improvements and sworn to by the Association to be a true, complete and accurate account of all costs actually incurred and a reasonably accurate estimate of all costs to be incurred in the future;

(e) Copies of any licenses and permits which the City’s Authorized Representative certifies as necessary and sufficient to construct the Housing Improvements, including all foundation and grading permits and building permits from time to time necessary for such construction.

Section 3.3. Further Conditions Precedent to All Disbursements. The obligation of the City to make the initial disbursement hereunder and each subsequent disbursement hereunder shall be subject to the condition precedent that the Association shall be in compliance with all conditions set forth in Section 3.2. hereof, and the further condition precedent that on the date of such disbursement:

(a) The City has received a written statement from the Association's Authorized Representative certifying with respect to each payment: (i) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Project Fund; (ii) that each item for which the payment is proposed to be made is or was necessary in connection with the Housing Improvements; (iii) that following such proposed payment sufficient moneys will remain on deposit in the Project Fund to provide for payment in full of all remaining costs estimated to be incurred in order to complete the Housing Improvements, and (iv) that the current balance in the Replacement Reserve Fund meets the requirements in Section 6.5. In the case of any contract providing for the retention of a portion of the contract price, there shall be paid from the Project Fund only the net amount remaining after deduction of any such portion.
(b) No Event of Default under this Agreement or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, shall have occurred and be continuing.

(c) No determination shall have been made by the City’s Authorized Representative that the amount of undisbursed moneys, together with expected earnings thereon and any amount of other funds deposited in the Project Fund by the Association or to be deposited under Section 3.7 hereof, are insufficient to pay expenses of any kind which reasonably may be anticipated in connection with the completion of the Housing Improvements; or if such a determination has been made and notice thereof sent to the Association, the Association has deposited the necessary funds with the City in accordance with Section 3.7 hereof.

(d) The disbursement requirements set forth in Section 3.4 hereof have been satisfied.

(e) If requested by the City’s Authorized Representative, the City shall be furnished with a statement of the Association and of any Contractor, in form and substance satisfactory to the City’s Authorized Representative setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every Contractor, subcontractor, person, firm or corporation furnishing materials or performing labor entering into the construction of any part of the Housing Improvements.

(f) No license or permit necessary for the construction of the Housing Improvements shall have been revoked or the issuance thereof subjected to challenge before any court or other governmental authority having or asserting jurisdiction thereover.

Section 3.4. Requests for Disbursement. (a) Whenever the Association desires a disbursement to be made hereunder, which shall be no more often than weekly, the Association shall submit to the City a Draw Request in substantially the form attached as Exhibit C hereto, duly executed on behalf of the Association, setting forth the information requested therein. Each Draw Request shall be limited to amounts equal to (i) the total of such costs actually incurred and owing (or previously paid) by the Association to the date of such Draw Request for work performed on and materials used in constructing the Housing Improvements, plus (ii) the cost of materials and equipment not incorporated in the Property, but delivered to and suitably stored at the Property; less, (iii) (a) a minimum of five percent (5%), and (b) at all times less prior disbursements. Notwithstanding anything herein to the contrary, no disbursements for materials stored at the Property will be authorized unless the Association shall provide adequate security for such storage. Each Draw Request shall constitute a representation and warranty by the Association that all representations and warranties set forth in this Agreement are true and correct as of the date of such Draw Request.

(b) At the time of submission of each Draw Request, the Association shall submit the following to the City’s Authorized Representative:

(i) A written lien waiver from each Contractor for work done and materials supplied by it which were paid for pursuant to the next preceding Draw Request.
(ii) Such other supporting evidence as may be requested by the City to substantiate all payments which are to be made out of the relevant Draw Request and/or to substantiate all payments then made with respect to the Housing Improvements.

(c) If on the date a disbursement is desired, the Association has performed all of its agreements and complied with all requirements theretofore to be performed or complied with hereunder, including satisfaction of all applicable conditions precedent contained in Article III hereof, upon approval by the Council the City’s Authorized Representative shall make a disbursement to the Association in the amount of the requested disbursement, or such lesser amount as shall be approved.

Section 3.5. Conditions Precedent to the Final Disbursement. The making of the final disbursement by the City from the Project Fund shall be subject to the condition precedent that the Association shall be in compliance with all conditions set forth in Sections 3.2 through 3.4 hereof and, further, that the following conditions shall have been satisfied prior to the Completion Date:

(a) The Housing Improvements have been substantially completed in accordance with the Construction Plans and Article IV hereof, and the City shall have received a certificate of completion from the Association’s Authorized Representative and the City Building Official, certifying that to the best of their knowledge (i) work on the Housing Improvements has been completed in accordance with the Construction Plans and all other labor, services, materials and supplies used in such work have been paid for; (ii) the completed Housing Improvements conform with all applicable building laws and regulations of the governmental authorities having jurisdiction over the Housing Improvements; and (iii) lien waivers submitted to the City under Section 3.5(c) cover all labor, services materials and supplies in connection with the Housing Improvements.

(b) The City’s Authorized Representative shall have received satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and by the bureau, corporation or office having jurisdiction, and that all requisite certificates of occupancy and other approvals have been issued.

(c) The City’s Authorized Representative shall have received a lien waiver from each Contractor for all work done and for all materials furnished by it for the Housing Improvements.

Section 3.6. Waiver. The City’s Authorized Representative may, in his or her sole discretion, without notice to or consent from any other party, waive any or all conditions for disbursement set forth in this Article. However, the making of any disbursement prior to fulfillment of any condition therefor shall not be construed as a waiver of such condition, and the City’s Authorized Representative shall have the right to require fulfillment of any and all such conditions prior to authorizing any subsequent disbursement.

Section 3.7. Deposit of Funds by Association. If the City’s Authorized Representative shall at any time in good faith determine that the amount of funds then on deposit in the Project Fund, together with expected earnings thereon, is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Housing Improvements and shall thereupon send written notice thereof to the Association
specifying the additional amount required to be deposited by the Association to provide sufficient funds to complete the Housing Improvements, the Association agrees that it will, within ten (10) calendar days of receipt of any such notice, deposit with the City the amount of funds specified in the notice and shall authorize the City’s Authorized Representative to disburse such funds prior to disbursement of any additional proceeds of the Internal Loan.

Section 3.8. Application of Project Fund Balance. Any amounts remaining in the Project Fund upon completion of the Housing Improvements shall be applied in accordance with Section 3.9 hereof.

Section 3.9. Application of Fee Revenues Balance. In the event that, (i) any balance remains in the Project Fund upon the final disbursement therefrom for costs of the Housing Improvements; or (ii) at any time before the Maturity Date the City has available to it Fee Revenues in the amount sufficient to redeem or defease the Internal Loan in advance of its maturity, as determined by the City’s Financial Advisor, the City may, in its sole discretion:

(a) prepay the principal due on the Internal Loan by applying such excess Fee Revenues or Project Fund balance to redeem or defease all or any portion of the Internal Loan; or

(b) by resolution of the Council specify additional housing improvements (as defined in the Enabling Ordinance) and transfer all or any portion of such excess Fee Revenues or Project Fund balance, as the case may be, in the amount of the cost of such improvements into a project fund (the "Supplemental Project Fund"). Amounts in the Supplemental Project Fund shall be disbursed to the Association to pay the cost of the housing improvements specified by the City, in accordance with all the disbursement procedures set forth in Sections 3.2 through 3.6 hereof; or

(c) by resolution of the Council, disburse all or any portion of such excess Fee Revenues or Project Fund balance, as the case may be, to the Association for deposit into the Replacement Reserve Fund maintained by the Association. The Association shall establish and maintain a separate subaccount in the Replacement Reserve Fund (the "Excess Revenue Subaccount") in which excess Fee Revenues or any Project Fund balance deposited hereunder, together with interest earnings thereon, shall be maintained. Amounts in the Excess Revenue Subaccount of the Replacement Reserve Fund shall be expended only for housing improvements (as defined in the Enabling Ordinance) that are selected by the Association; provided that before making any disbursement of funds from the Excess Revenue Subaccount, the Association shall submit written plans and cost estimates for such housing improvements to the City’s Authorized Representative, which plans shall be deemed approved unless rejected in writing by the City’s Authorized Representative within thirty (30) days after receipt thereof; or

(d) any combination of paragraphs (a), (b) and (c) above.

Any balance remaining in the Supplemental Project Fund (if any) after payment of all Supplemental Housing Improvements, and any balance remaining after the Maturity Date in the Project Fund or any other fund into which Fee Revenues have been deposited, shall be transferred by the City to the Association for deposit into the Excess Revenue Subaccount of the Replacement Reserve Fund. Expenditures from the Excess Revenue Subaccount shall be subject to the conditions described in
clause (c) above. All covenants and obligations of the Association under this Section shall survive the Maturity Date.

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ARTICLE IV

Construction of Housing Improvements

Section 4.1. Construction of Housing Improvements. The Association agrees that it will construct the Housing Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the Maturity Date will operate and maintain, preserve and keep the Housing Improvements or cause the Housing Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition, all in accordance with Article VI hereof.

Section 4.2. Construction Plans. (a) Before the City makes any disbursements of the Internal Loan, the Association shall submit the Construction Plans to the City Building Official, who shall review such plans on behalf of the City. The Construction Plans shall provide for the construction of the Housing Improvements and shall be in conformity with this Agreement, and all applicable State and local laws and regulations. The City Building Official will approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for construction of the Housing Improvements; and (iv) no Event of Default has occurred. No approval by the City Building Official shall relieve the Association 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 Housing Improvements in accordance therewith. No approval by the City Building Official shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by the Association in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the City Building Official, in whole or in part. Such rejections shall set forth in detail the reasons therefore, and shall be made within thirty (30) days after the date of their receipt by the City Building Official. If the City Building Official rejects any Construction Plans in whole or in part, the Association shall submit new or corrected Construction Plans within thirty (30) days after written notification to the Association of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City Building Official. The City Building Official’s approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Housing Improvements, constructed in accordance with said plans) comply to the City Building Official’s satisfaction with the provisions of this Agreement relating thereto.

(b) If the Association desires to make any material change in the Construction Plans after their approval by the City Building Official, the Association shall submit the proposed change to the City Building Official for approval. For the purposes of this Section, a "material change" means any change that (i) increases or decreases the total cost of the Housing Improvements by more than $50,000, or (ii) involves any change in construction materials or design that reasonably requires review for compliance with state and local laws and regulations. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section with respect to such previously approved Construction Plans, the City Building Official shall approve the proposed change and notify the Association in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City Building Official unless rejected, in whole or in part.
part, by written notice by the City Building Official to the Association, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change. The City Building Official’s approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. Completion of Construction. Subject to Unavoidable Delays, the Association shall complete the construction of the Housing Improvements by December 31, 2020. All work with respect to the Housing Improvements to be constructed or provided by the Association on the Property shall be in conformity with the Construction Plans as submitted by the Association and approved by the City.

The Association agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Association, and such successors and assigns, shall promptly begin and diligently prosecute to completion the construction of the Housing Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section. Until construction of the Housing Improvements has been completed, the Association shall make reports, in such commercially reasonable detail and at such times as may reasonably be requested by the City as to the actual progress of the Association with respect to such construction.

Section 4.4. Certificate of Completion. (a) Promptly after substantial completion of the Housing Improvements in accordance with those provisions of this Agreement relating solely to the obligations of the Association to construct the Housing Improvements (including the dates for beginning and completion thereof), the City will furnish the Association with an appropriate instrument so certifying. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Association, and its successors and assigns, to construct the Housing Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Association under Article VI hereof.

(b) The certificate provided for in this Section shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within thirty (30) days after written request by the Association, provide the Association with a written statement, indicating in adequate detail in what respects the Association has failed to complete the Housing Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the Association to take or perform in order to obtain such certification.

(c) The construction of the Housing Improvements shall be deemed to be substantially completed as determined by the City Building Official, who may execute the certificate of completion on behalf of the City.
ARTICLE V

Insurance

Section 5.1. Insurance. (a) The Association will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Housing Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(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 Housing Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance provided by all Contractors.

(b) Upon completion of construction of the Housing Improvements and prior to the Maturity Date, the Association shall maintain, or cause to be maintained, at its cost and expense, at the request of the City but no more often than annually shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Property and the Housing Improvements under a policy or policies covering such risks as are ordinarily insured against by similar condominium associations

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the amount for each occurrence and for each year of $1,000,000, and shall be endorsed to show the City as additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Association, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Association may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in this Article shall be taken out and maintained in responsible insurance companies selected by the Association which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Association will deposit annually
with the City policies 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 each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Association and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Association may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Association shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Housing Improvements.

(d) The Association agrees to notify the City immediately in the case of damage exceeding $100,000 in amount to, or destruction of, the Property, the Housing Improvements or any portion thereof resulting from fire or other casualty. In such event the Association will forthwith repair, reconstruct and restore the Housing 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 Association will apply the net proceeds of any insurance relating to such damage received by the Association to the payment or reimbursement of the costs thereof.

The Association shall complete the repair, reconstruction and restoration of the Housing Improvements and the Property, whether or not the net proceeds of insurance received by the Association for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Association.

(e) The Association and the City agree that all of the insurance provisions set forth in this Article shall terminate upon the earlier of the Maturity Date or termination of this Agreement.

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ARTICLE VI

Special Covenants

Section 6.1. No Warranty of Condition or Suitability, Indemnification. (a) The City does not make any warranty, either express or implied, as to the design or capacity of the Housing Improvements, as to the suitability for operation of the Housing Improvements or that they will be suitable for the Association's purposes or needs. The Association releases the City from, agrees that the City shall not be liable for, and agrees to hold the City, its Council and its respective officers and employees, harmless against, any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Housing Improvements or the Property or the use thereof, except for those that arise from the actions of the City.

(b) The Association further agrees to indemnify and hold harmless the City, its officers and employees against any and all losses, claims, damages or liability to which the City, its officers and employees may become subject under any law arising out of any act, omission, representation or misrepresentation of the Association in connection with the Internal Loan and the carrying out of the transactions contemplated by this Agreement, and to reimburse the City, its officers and employees for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the City, its officers and employees, in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions relating thereto. The City agrees, at the request and expense of the Association, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to the City. The provisions of this Section shall survive the Maturity Date.

(c) 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.

Section 6.2. Financial Statements. The Association agrees to furnish to the City, by no later than August 15, 2021, each August 15 thereafter until the later of the Maturity Date or the date all excess Fee Revenues and Project Fund balance, if any, have been expended in accordance with Section 3.9 hereof, a copy of the annual audited financial statements of the Association for the preceding calendar year, including a balance sheet and operating statements, audited by an Independent certified public accountant. Such financial statements shall be accompanied by a separate written statement from such Independent certified public accountant preparing such report that such Independent accountant has obtained no knowledge of any default by the Association in the fulfillment of any of the terms, covenants, provisions or conditions of this Agreement or if such accountant shall have obtained knowledge of any such default the accountant shall disclose in such statement the default and the nature thereof, but such accountant shall not be liable directly or indirectly to any party for failure to obtain knowledge of any default. The Association and the City agree and understand that compliance with this Section constitutes compliance with Section 7.01 of the Enabling Ordinance.
Section 6.3. Financial Plan; Annual Reports. The Association agrees to furnish to the City, by no later than August 15 in each calendar year described below:

(a) 2021 and every year thereafter until the later of the Maturity Date or the Date all excess Fee Revenues and Project Fund balance, if any, have been expended in accordance with Section 3.9 hereof, an updated Financial Plan for the Property prepared by a Management Consultant or another property management professional acceptable to the City, in substantially the form of the Financial Plan and providing plans for capital improvements to the Property through the Maturity Date;

(b) in 2021, 2022 and every other year thereafter until the date all excess Fee Revenues and Project Fund balance, if any, have been expended in accordance with Section 3.9 hereof, a written report by an Independent engineer or another property management professional acceptable to the City, describing the physical condition of the Property and the Housing Improvements as of the end of the preceding calendar year, with detail sufficient to enable the City to evaluate adequacy of compliance with the Association's obligations under this Agreement.

Section 6.4. Records and Inspection. The Association shall maintain (i) copies of federal, state, municipal and other licenses and permits obtained by the Association relating to the operation of the Property and the Housing Improvements, (ii) financial books and records reflecting the operations of the Property and the Housing Improvements, and (iii) all other documents, instruments, reports and records required by any provision of this Agreement or the Financial Plan or by law relating to the Property or the affairs of the Association. The City shall have the right to inspect all such materials, except any materials made private or confidential by federal or state law or regulation, and the Property at all reasonable times and to make such copies and extracts as it may desire. At the request of the City the Association shall furnish to the City, at the Association's expense, a copy of any such materials which are required by the City in the performance of its duties under this Agreement, the Enabling Ordinance, the Fee Resolution or the Act.

Section 6.5. Maintenance of Property; Replacement Reserve Fund. (a) The Association agrees that so long as the Internal Loan is outstanding, the Association will keep or cause to be kept the Property and the Housing Improvements in good repair and good operating condition at its own cost.

(b) The Association shall maintain at all times prior to the Maturity Date a “Replacement Reserve Fund,” the moneys in which shall be available to pay the costs of maintenance and repair of the Property and to make any other payment that may be required under this Agreement, including without limitation any payment to the City under Section 6.6 hereof. By the date of the first disbursement from the Project Fund under Section 3.2 hereof, in 2020, the balance in the Replacement Reserve Fund shall be at least $52,000. By December 31, 2021 and by December 31 of each year thereafter through 2036, the balance in the Replacement Reserve fund shall increase in accordance with the Funding Plan Summary of the Reserve Study Funding Plan set forth in Schedule D attached hereto. The Association shall provide documentation showing compliance with these requirements at the time that the Financial Plan and Annual Reports are furnished to the City as described in Section 6.3.

Section 6.6. Guarantee of Internal Loan. (a) In the event that, ten (10) business days before any Payment Date, the Net Revenues Available for Debt Service are less than the total
principal and interest due on the Internal Loan on such Payment Date, the City will provide written notice to the Association of such fact and the amount of the deficiency. Within ten (10) days after receipt of such notice of deficiency in Net Revenues Available for Debt Service, the Association shall be liable for and shall pay the City such deficiency. Failure on the part of the City to provide the notice of the deficiency at the time specified herein shall not relieve the Association of its obligation to make the required payment ten (10) days after the actual notice of deficiency is provided by the City to the Association. Failure on the part of the Association to make the required payment under this Section within ten (10) days after receipt of notice thereof shall entitle the City to exercise its remedies under this Agreement, notwithstanding any cure period provided in Article VII hereof.

(b) In the event that the Association makes a payment to the City under Section 6.6(a) and, ten (10) business days before any Payment Date thereafter the City determines that Net Revenues Available for Debt Service, excluding the amount of all prior payments by the Association under Section 6.6(a), exceed the principal and interest due on the Internal Loan on such Payment Date, the City shall promptly return to the Association the amount of the Net Revenues Available for Debt Service in excess of the amount due on the Internal Loan on that Payment Date. Nothing in this Section shall be construed to relieve the obligation of the Association to make any payment required under Section 6.6(a) hereof.

Section 6.7. Assignment of Association Assets. (a) As security for the Association's obligations under Section 6.6 hereof, the Association does hereby bargain, sell, assign and set over unto the City, all the fees and assessments and other income of any type owing to the Association from owners of Housing Units, together with all cash, investments and securities of any type held by the Association now or hereafter in any operating or reserve accounts (the "Accounts"). The fees, assessments, and Accounts are referred to collectively as the "Association Assets". This assignment shall constitute a perfected, absolute and present assignment, provided that the Association may, so long as no Event of Default with respect to Section 6.6 hereof occurs, collect, retain, and make appropriate payment from all Association Assets.

The provisions of this Section are intended to be a mere license in favor of the Association and a mere deferral of the City's exercise of its perfected, absolute and present rights hereunder, and shall not be construed to be a future assignment thereof.

(b) The Association hereby covenants and warrants to the City that the Association has not executed any prior assignments of any Association Assets, nor has it performed any act or executed any other instrument that might prevent the Association from operating under any of the terms and conditions of this assignment or that would limit the Association in such operation.

(c) The Association hereby agrees that, so long as the Association's obligations under Section 6.6 hereof remain outstanding the Association will not, without the written consent of the City, make any other assignment, pledge or other disposition of any of the Association Assets, or consent in any assignment of same; and any such acts, if done without the written consent of the City, shall be null and void.

(d) Upon the occurrence of an Event of Default with respect to Section 6.6 hereof, the City shall have the right to withdraw funds from, and liquidate any securities in any Accounts, and
collect the fees and assessments from the owners of Housing Units, and apply the same for deposit in the Project Fund. This assignment shall be binding upon the owners of Housing Units from the date of filing by the City in the office or offices where this Agreement is filed that an Event of Default under Section 6.6 hereof has occurred and is continuing and service of a copy of that notice upon the owners of the Housing Units. The expenses, including any attorney's fees, and financial consultant's fees reasonably incurred pursuant to the powers herein contained shall be deemed to be immediately due and payable by the Association to the City and shall be secured hereby. The City shall not be liable to account to the Association for any action taken pursuant hereto other than to account for any Association Assets actually received by the City.

(e) The City shall not be obligated to perform or discharge, nor does it undertake to perform or discharge, any obligation, duty or liability under any agreement between the Association and owners of Housing Units, and the Association hereby agrees to defend and indemnify the City and hold it harmless for any and all liability, loss or damage which it may or might incur under or by reason of this assignment and from and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms or covenants contained in any agreement by and among the Association and the owners of Housing Units, except such claims and demands that arise out of the negligence or willful misconduct of the City, its officers, employees and agents. Should the City incur any such liability, loss or damage under or by reason of this assignment, or in the defense against any such claims or demands arising out of this assignment, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate of interest on the Internal Loan, shall be secured hereby, and the Association shall reimburse the City therefore immediately upon demand.

Section 6.8. Association to Maintain its Existence; Conditions Under Which Exceptions Permitted. The Association agrees that, so long as the Internal Loan is outstanding, it will maintain its existence as a nonprofit corporation under the laws of Minnesota; will not dissolve or otherwise dispose of all or substantially all of its assets; and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

Section 6.9. Prohibition Against Assignment of Agreement. The Association represents and agrees that prior to the Maturity Date the Association 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 any trust or power, or transfer in any other mode or form of or with respect to the Association's rights, interests or obligations under this Agreement or any part thereof, or any contract or agreement to do any of the same, without the prior written approval of the City.

Section 6.10. Notice of Fee Upon Transfer of Housing Units. The Association agrees that it will use its best efforts to ensure that owners of each Housing Unit upon which a Fee is imposed under the Fee Resolution provide notice of the Fee to prospective buyers or transferees upon any sale or transfer of the Housing Unit. Such efforts by the Association shall include, but are not limited to ensuring that Housing Unit owners include a description of the Fee in each disclosure certificate provided to the purchaser or transferee as required under Minnesota Statutes, Section 515B.4-107 or any successor statute.
Section 6.11. **Experienced Property Manager.** So long as the Internal Loan is outstanding, the Association agrees to maintain “experienced professional property management” for the Property. For purposes of this subsection, “experienced professional management” shall mean the Property Manager or another property manager acceptable to the City who meets the following criteria:

(i) has demonstrated knowledge of accounting, financial reporting, budgeting and related issues; and

(ii) does not have an ownership interest in any Housing Unit and is not the spouse, child, parent or sibling of anyone who has an ownership interest.

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ARTICLE VII

Events of Default

Section 7.1. 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 failure by any party to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 hereof occurs, the non-defaulting party may exercise its rights under this Section after providing thirty (30) days written notice to the defaulting party of the Event of Default, but only if 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 defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under this Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under this Agreement.

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or the Association 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 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.

Section 7.4. 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.

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ARTICLE VIII

Additional Provisions

Section 8.1. Conflict of Interests; City Representatives Not Individually Liable. The City and the Association, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the Association, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Association or successor or on any obligations under the terms of this Agreement.

Section 8.2. Equal Employment Opportunity. The Association, for itself and its successors and assigns, agrees that during the construction of the Housing Improvements provided for in this Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 8.3. 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 Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 8.4. 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 8.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Association, is addressed to or delivered personally to the Association at:

4453 Cedar Lake Road South
St. Louis Park, Minnesota 55416
Attention: Shelli Wojciechowski, President

and

901 Marquette Avenue, Suite 2800
Minneapolis, Minnesota 55402,
Attention: Thomas Boesen, Treasurer
(b) in the case of the City, is addressed to or delivered personally to the City at

5005 Minnetonka Boulevard
St. Louis Park, Minnesota 55416-2216
Attention: Director of Community Development

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

Section 8.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.7.Recording. Either party may record this Agreement and any amendments thereto with the Hennepin County Recorder or Registrar of Titles. The Association shall pay all costs for recording.

Section 8.8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Association and their respective successors, heirs and assigns.

Section 8.9. Amendment. This Agreement may be amended only by written agreement of the parties hereto.

(The remainder of this page is intentionally left blank.)
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Association has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ST. LOUIS PARK, MINNESOTA

By ____________________________
Its Mayor

By ____________________________
Its City Manager

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

The foregoing instrument was acknowledged before me this ___ day of __________, 2020, by Jake Spano, the Mayor of the City of St. Louis Park, Minnesota, a municipal corporation, on behalf of the City.

______________________________
Notary Public

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) SS.

The foregoing instrument was acknowledged before me this ___ day of __________, 2020, by Tom Harmening, the City Manager of the City of St. Louis Park, Minnesota, a municipal corporation, on behalf of the City.

______________________________
Notary Public
SOUTH CEDAR TRAILS HOMEOWNERS ASSOCIATION, INC.

By ____________________________
Its President

By ____________________________
Its Secretary

STATE OF MINNESOTA )
) SS.
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this _______ day of ______________, ________, by __________________ the President of South Cedar Trails Homeowners Association, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA )
) SS.
COUNTY OF __________ )

The foregoing instrument was acknowledged before me this _______ day of ______________, ________, by __________________ the Secretary of South Cedar Trails Homeowners Association, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public
SCHEDULE A

DESCRIPTION OF PROPERTY

Lots 1-64, both inclusive, Block 1, South Cedar Trails, Hennepin County, Minnesota

And

Lot 65, Block 1, South Cedar Trails, Hennepin County, Minnesota
SCHEDULE B

HOUSING IMPROVEMENTS

**Housing Improvements**: The Enabling Ordinance specifies the "Housing Improvements" that will be constructed in the Housing Improvement Area and financed with the Housing Improvement Fee. Those improvements are defined as follows:

“Housing Improvements” shall mean the following improvements to housing units, garages, and commons areas within the South Cedar Trails Home Improvement Area: remove and replace parking lot; new landscaping and drainage to include a new French drain system, replacing retaining walls and new plant materials; remove and dispose of existing fence and install new privacy fence; remove and replace garage doors as needed; remove and replace window as needed in individual units. The Housing Improvements shall also be deemed to include: (a) all administration, legal and consultant costs in connection with the South Cedar Trails Housing Improvement Area; (b) costs of arranging financing for the Housing Improvements under the Act; and (c) interest on the internal loan.
SCHEDULE C

DISBURSEMENT REQUISITION OF

ASSOCIATION'S AUTHORIZED REPRESENTATIVE

TO: CITY OF ST. LOUIS PARK
5005 MINNETONKA AVENUE
ST. LOUIS PARK, MN 55416

DISBURSEMENT DIRECTION

The undersigned Authorized Representative of South Cedar Trails Homeowners Association, Inc., a Minnesota nonprofit corporation (the "Association"), hereby authorizes and requests you to disburse from the Project Fund held by you pursuant to the Development Agreement between the CITY OF ST. LOUIS PARK, Minnesota and the SOUTH CEDAR TRAILS HOMEOWNERS ASSOCIATION, INC., dated August 17, 2020 (the "Agreement"), the following amount to the following person and for the following proper Housing Improvements cost and purpose:

1. Amount:
2. Payee:
3. Purpose:

all as defined and provided in said Agreement. The undersigned further certifies that (i) none of the items for which payment is proposed to be made has formed the basis for any payment theretofore made from the Project Fund, (ii) each item for which the payment is proposed to be made is or was necessary in connection with the Housing Improvements, and (iii) the amount of funds to remain on deposit in the Project Fund following this disbursement is currently estimated to be sufficient to pay all future costs of Housing Improvements.

Dated: ____________________

____________________________________
President

____________________________________
Secretary
## SCHEDULE D

### RESERVE STUDY FUNDING PLAN SUMMARY

#### SUMMARY OF REPLACEMENT RESERVE BALANCES

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<th>Special Assessments</th>
<th>HIA Proceeds</th>
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Resolution No. 20-____

Resolution approving a development agreement in connection with housing improvements within the South Cedar Trails Homeowners Association Housing Improvement Area

Be it resolved by the City Council of the City of St. Louis Park as follows:

Section 1. Recitals.

1.01. The City of St. Louis Park (the “city”) is authorized under Minnesota Statutes, Sections 428A.11 to 428.21, as amended (the "Act"), to establish by ordinance a housing improvement area within which housing improvements are made or constructed and the costs of the improvements are paid in whole or in part from fees imposed within the area.

1.02. The City Council of the city (the “council”) adopted a Housing Improvement Area policy on July 16, 2001 (the “HIA Policy”).

1.03. By Ordinance No. 2587-20, adopted June 15, 2020 (the "Enabling Ordinance"), the council established the South Cedar Trails Homeowners Association Housing Improvement Area (the “Housing Improvement Area”) in order to facilitate certain improvements to property known as South Cedar Trails (the “Property”) and approved a Housing Improvement Fee (the “Fee”) by Resolution 11-134, all in accordance with the HIA Policy and the Act.

1.04. The city and the South Cedar Trails Homeowners Association, Inc. (the “Association”), have been engaged in informal discussion regarding the construction of certain improvements to the Property and a proposed loan from the city to the Association of funds legally available for such purpose (the “Loan”).

1.05. The council has been presented with a Development Agreement (the “Agreement”) proposed to be entered into between the city and the Association as provided in the Enabling Ordinance, reflecting the final terms of the Loan and final project costs related to constructing the Housing Improvements (as described in the Agreement).

1.06. The council has reviewed the Agreement and finds that the execution thereof by the city and performance of the city’s obligations thereunder are in the best interest of the city and its residents.

Section 2. Development Agreement Approved.

2.01. The Agreement as presented to the council is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are
approved by the mayor and city manager, provided that execution of the document by such officials shall be conclusive evidence of approval.

2.02. The mayor and city manager are hereby authorized to execute the Agreement on behalf of the city and to carry out on behalf of the city, the city’s obligations thereunder.

Reviewed for administration: Thomas K. Harmening, city manager

Adopted by the City Council August 17, 2020

Attest: Jake Spano, mayor

Melissa Kennedy, city clerk
Resolution No. 20-____

Authorizing an internal loan for advance of funds in connection with housing improvements within the South Cedar Trails Homeowners Association Housing Improvement Area

Whereas, the City of St. Louis Park ("City") is authorized under Minnesota Statutes, Sections 428A.11 to 428.21 (the "Housing Improvement Act") to establish by ordinance a housing improvement area within which housing improvements are made or constructed and the costs of the improvements are paid in whole or in part from fees imposed within the area, and the City Council of the City ("Council") adopted a Housing Improvement Area policy on July 16, 2001; and

Whereas, in order to facilitate Housing Improvements to property known as the "South Cedar Trails Homeowners Association" the Council on June 15, 2020, established the South Cedar Trails Homeowners Association Housing Improvement Area by Ordinance No. 2587-20 (the "Enabling Ordinance") and approved a Housing Improvement Fee (the “Fee”) by Resolution 20-091; and

Whereas, for the purposes of this Resolution, the terms "South Cedar Trails Homeowners Association Housing Improvement Area" and "Housing Improvements" have the meanings provided in the Enabling Ordinance; and

Whereas, the City has entered into a Development Agreement (the “Agreement”) between the City and South Cedar Trails Homeowners Association, Inc. (the “Association”) under which the City will make a loan of funds legally available for such purpose (the “Loan”) to the Association to finance the Housing Improvements as described in the Agreement; and

Whereas, upon approval of the Internal Loan the City will transfer funds in the amount of $533,163 (the “Loan Amount”) from the City’s housing rehabilitation fund into a South Cedar Trails Homeowners Association Housing Improvement Area Project Fund (the “Project Fund”) hereby established, will disburse funds in the Project Fund to the Association in accordance with Article III of the Agreement, and will reimburse the housing rehabilitation fund from the Fee revenues together with any amounts received from the Association under the terms of Section 6.6 of the Agreement; and

Whereas, the City has determined to specify the terms of the Loan in more detail in this resolution.

Now, therefore, be it resolved that the Loan Amount, together with interest at the rate of 2.91% per annum accruing from January 1, 2021, shall be repaid in semi-annual installments of principal and interest ("Payments") on the dates (each a “Payment Date”) and in the amounts specified in Exhibit A hereto.
It is further resolved that payments on the Loan Amount will be made solely from Fee Revenues as defined in the Agreement, together with any amounts received from the Association under Section 6.6 of the Agreement. Payments shall be applied first to accrued interest, and then to unpaid principal.

It is further resolved that the principal sum and all accrued interest payable under this resolution is pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under Exhibit A.

It is further resolved that the Housing Improvements are evidence of an internal borrowing by the City, which is a limited obligation payable solely from Fee Revenues pledged to the payment hereof under this resolution together with any amounts received from the Association under the terms of Section 6.6 of the Agreement. The internal loan for the Housing Improvements shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City of St. Louis Park. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Loan Amount or other costs incident hereto except out of Fee Revenues. The City shall have no obligation to pay any principal amount of the Loan Amount or accrued interest thereon, which may remain unpaid after the final Payment Date.

It is further resolved that the Chief Financial Officer of the City is authorized and directed to draw monies from the housing rehabilitation fund for disbursements of the Loan Amount, and to credit repayments under this resolution to the housing rehabilitation fund.

It is further resolved that City staff and officials are authorized and directed to execute any collateral documents and take any other actions necessary to carry out the intent of this resolution.

It is further resolved that the City may at any time determine to forgive the outstanding principal amount and accrued interest on the Loan Amount to the extent permissible under law.

It is further resolved that this resolution is effective upon execution in full of the Agreement.

Reviewed for administration: Adopted by the City Council August 17, 2020

__________________________________________
Thomas K. Harmening, city manager

__________________________________________
Jake Spano, mayor

Attest:

__________________________________________
Melissa Kennedy, city clerk
South Cedar Trails Homeowners Association Housing Improvement Area
Loan Amount Payment Schedule
Exhibit A

City of St. Louis Park
Economic Development Authority
South Cedar Trails

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664,218.25
Executive summary

**Title:** Temporary on-sale intoxicating liquor license – Church of the Holy Family

**Recommended action:** **Due to the COVID-19 emergency declaration, this item is considered essential business and is Categorized as a **Required Action****

- Motion to approve a temporary on-sale intoxicating liquor license for Church of the Holy Family at 5900 West Lake Street for their event to be held September 12, 2020.

**Policy consideration:** Does the applicant meet the requirements for issuance of a temporary on-sale intoxicating liquor license?

**Summary:** The Church of the Holy Family has submitted application for a temporary on-sale intoxicating liquor license for their annual fall festival, taking place on Sept. 12 and 13. Alcohol will only be provided on Sept. 12 from 10 a.m. to 10 p.m. and will be limited to the church parking lot where pedestrian barricades will be used along the perimeter to maintain the area where alcohol will be permitted. Church of the Holy Family will carry the liquor liability insurance through Catholic Mutual. In addition to maintaining safe alcohol practices we also asked the applicant to provide a detailed plan of how they intend to follow health and safety guidelines related to COVID-19, including physical distancing. The plan they submitted outlines how they propose to manage this area, as well as nearby Keystone park where they will have field games, inflatables, carnival games and a petting zoo.

The police department has completed a background investigation on the principals and has found no reason to deny the temporary license. The applicant has met all requirements for the issuance of the license, and staff is recommending approval.

**Financial or budget considerations:** The fee for a temporary liquor license is $100 per day of the event.

**Strategic priority consideration:** St. Louis Park is committed to creating opportunities to build social capital through community engagement.

**Supporting documents:** Parish Festival COVID-19 preparedness plan

**Prepared by:** Chase Peterson-Etem, office assistant – city clerk’s office
**Reviewed by:** Melissa Kennedy, city clerk
**Approved by:** Nancy Deno, deputy city manager/HR director
Holy Family Catholic Church
COVID Protocols for 2020 Parish Festival

STAFF AND DISCIPLES/VOLUNTEERS
Upon arrival, anyone serving at the gathering will have their temperature taken and complete a health screening checklist. The event leader will be responsible for doing this. The health screening checklists will be deposited in the secure black mailbox across from the elevator. The Event Plan Administrator will pick them up and securely file.

- If they have a fever (99.5) or answer yes to any of the questions on the health screening checklist, they will be asked to go home and someone else will be asked to take their place, if possible.
- These people should also check at home, and not serve if they are unwell. They will inform the event leader if they determine at home that they are unable to serve, so that a replacement can be found, if possible.

All staff and disciples serving at the event will wear masks.

MASKS
Since the event is outdoors, masks will be strongly encouraged but not required.

CARNIVAL GAMES
Capacity for the carnival games space at Keystone Park will be determined by the following process:

- Determine person/square foot in church basement
- Total capacity is the fire code capacity for a reception style event
- Square footage is the total square footage of the room
- That capacity is 1 person per 12 square feet. 31,500 ft² for the soccer field / the park is 179,488 ft²

Capacity at Keystone Park will be capped at 25% of the total capacity for the park. Booths will be set up six feet apart.

We will use cones or some kind of temporary marking to mark places in line for each game that are six feet apart.

Every player will use hand sanitizer before playing the game.

Each touch point, such as the rings in a ring toss game, will be disinfected with QUAT disinfectant before each use and in between players. Disinfectant will be done with a spray bottle and white towel.

We will have 3 people working each game: one to run the game, one to disinfect, and one to monitor the line for distancing.

We will guide all attendees to enter the park at a set location.

TRAIN waiting on confirmation from city
- Cars will be disinfected after each ride.
- Children riding the train will be grouped by family or classroom, if they are in the same grade at the same school.
- We will use cones or temporary marking to mark places in line for each game that are six feet apart.
- We will have 3 people working the train: a driver, a spotter riding on the back to monitor behavior, and a line manager to ensure distancing in the line. The spotter and line manager will be the people to determine where kids ride.
INFLATABLES & PETTING ZOO
- We will abide by the disinfecting and distancing protocols utilized by the vendors for these activities.
- We will have one person responsible for ensuring that appropriate spacing is being maintained.

FIELD GAMES
- Each game will be set up six feet away from any other game.
- Players will need to be six feet apart.
- Every player will use hand sanitizer before playing the game.
- Each touch point, such as the rings in a ring toss game, will be disinfected with QUAT disinfectant before each use and in between players. Disinfectant will be done with a spray bottle and white towel.

CHURCH PARKING LOT FOOD AREA
Capacity for the food space in the church parking lot will be determined by the following process:
- Determine person/square foot in church basement
- Total capacity is the fire code capacity for a reception style event
- Square footage is the total square footage of the room
- That capacity is 1 person per 4 square feet. 15,589 ft² ÷ 12 = 1299 x 25% = 324 people

Capacity in the church parking lot will be capped at 25% of the total capacity for the lot.
- We will guide all attendees to enter and exit the lot at set locations.
- Tables will be set up in the parking lot, but not under shelter. Seating at a table will be limited to 4 people, unless they are of the same household.

We will have people assigned to disinfect tables and chairs as people leave them, as well as to disinfect any other touch points in the area. Each touch point will be disinfected with QUAT disinfectant. Disinfectant will be done with a spray bottle and white towel.

In areas serving food:
- Workers will be six feet apart.
- Workers will wear hats, gloves and masks.
- Pre-prepared food will be used as much as possible, such as bags of chips and preformed, frozen hamburger patties.
- No self service will be allowed. All condiments will be provided in individual packets or will be placed in a small plastic cup by workers.
- Chalk will be used to mark places in line that are six feet apart.

BIDDING BOOTH
People will maintain social distancing.
One worker and one bidder will be in the tent at a time.
Chalk will be used to mark places in line that are appropriately distanced.

OTHER
Communication: Through Flocknote, the parish will communicate the following to the parishioners by email on an ongoing basis:
- Encourage those in the high-risk category to stay home
- Ask that those who are unwell or have COVID-19 symptoms stay home.
- Ask those who live with people with COVID-19 symptoms to stay home.
- Ask parishioners to immediately leave and go home if they start to feel unwell at an event.
DISCLAIMER
An inherent risk of exposure to COVID-19 exists anywhere people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and people with underlying medical conditions are especially vulnerable to COVID-19. Holy Family Catholic Church has undertaken precautionary cleaning, disinfecting, and implemented social distancing guidelines to help reduce the risk of exposure. However, Holy Family Catholic Church cannot guarantee that visitors are 100% safe from exposure to COVID-19. Therefore, Holy Family Catholic Church recommends that people over 65 or with underlying health conditions not attend liturgies or events at this time. Attendance at liturgies and events is at your own risk.

SIGNED BY

Father Joseph Johnson  Ann Karels
Pastor  Event Plan Administrator
Executive summary

Title: Second reading amending ordinance to allow alcohol at Westwood Hills Nature Center

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as Required Action**

- Motion to approve Second Reading and adopt Ordinance amending Chapter 20-5 of the St. Louis Park Code of Ordinances relating to prohibited acts to allow alcohol at the Westwood Hills Nature Center (“WHNC”) and to approve the ordinance summary for publication.

Policy consideration: Does the council support the proposed changes to the alcohol provisions relating to Westwood Hills Nature Center?

Summary: Staff is requesting an ordinance amendment to allow alcohol to be served at the WHNC by a city approved alcohol vendor. Currently, the ordinance allows alcohol only in the banquet room at the Rec Center and in the Recreation Outdoor Center (ROC) in connection with banquets, receptions or other social functions, subject to the terms of a user agreement between the host and the city. The intent is to increase the variety of potential users of the WHNC.

Westwood Hills Nature Center will be marketed as a venue for a variety of functions, and users may want to have alcohol served as part of their event. We currently have no issues or concerns with events that have a city approved alcohol vendor in the Rec Center banquet room or at the ROC.

The City Council approved the First Reading of the ordinance on August 3, 2020.

Financial or budget considerations: None

Strategic priority consideration: St. Louis Park is committed to creating opportunities to build social capital through community engagement.

Supporting documents: Ordinance

Summary ordinance for publication

Prepared by: Kori Shingles, recreation and facilities supervisor

    Jason T. West, recreation superintendent

Reviewed by: Cynthia S. Walsh, director of operations and recreation

Approved by: Tom Harmening, city manager
Ordinance No. _____-20

An ordinance amending St. Louis Park city code chapter 20 relating to section 20-5 prohibited acts; regulations.

The City of St. Louis Park does ordain:

Section 1. St. Louis Park city code chapter 20 is amended to add the following section:

Sec. 20-5. Prohibited act; regulations.

(9) Liquors and beer; possession or consumption prohibited; exception. No person shall possess, display, consume or use alcoholic beverages in any city park. Alcoholic beverages may be consumed or used in the banquet room at the St. Louis Park Recreation Center, in the Recreation Outdoor Center (“ROC”) and at the Westwood Hills Nature Center in connection with banquets, receptions or other social functions, subject to the terms of a user agreement between the host and the city. Upon operations and recreation director approval, on a case by case basis, other parks in the St. Louis Park park system may host events with alcohol that is provided and served through a Minnesota licensed caterer that has their Minnesota license to serve alcohol. The user agreement shall be executed on a form provided by the city. It is in the sole discretion of the city to determine whether to enter into such user agreements.

Section 2. This ordinance shall take effect fifteen (15) days after passage and publication.

Adopted this 17th day of August, 2020, by the city council of the City of St. Louis Park.

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Reviewed for administration: Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager Jake Spano, mayor

Attest: Approved as to form and execution:

Melissa Kennedy, city clerk Soren Mattick, city attorney
Summary for publication

Ordinance No. ____-20

An ordinance amending St. Louis Park city code chapter 20 relating to section 20-5 prohibited acts; regulations.

This ordinance amends the alcohol exception for the City of St. Louis Park by allowing alcoholic beverages be consumed or used in Westwood Hills Nature Center (“WHNC”) and other parks as approved by the operations and recreation director by a city approved alcohol vendor in conjunction with banquets, receptions or other social functions, subject to the terms of a user agreement between the host and the city.

This ordinance shall take effect 15 days after publication.

Adopted by the City Council August 17, 2020

Jake Spano/s/
Mayor

A copy of the full text of this ordinance is available for inspection with the city clerk.

Published in St. Louis Park Sailor: August 17, 2020
Executive summary

Title: Retirement recognition for Dean Backaus and Ann Boettcher

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**

- Motion to adopt Resolutions to recognize Public Service Worker Dean Backaus and Property Maintenance and Licensing Manager Ann Boettcher for their years of service.

Policy consideration: None at this time.

Summary: City policy states that employees who retire or resign in good standing with over 20 years of service will be presented with a resolution from the mayor, city manager and city council. Dean and Ann have chosen not to be honored with a presentation and will not be attending the council meeting.

This consent item will officially adopt the resolutions that honor Dean and Ann for their years of service.

Financial or budget considerations: Not applicable.

Strategic priority consideration: Not applicable.

Supporting documents: Resolutions

Prepared by: Ali Timpone, HR manager
Reviewed by: Nancy Deno, deputy city manager/HR director
Approved by: Tom Harmening, city manager
Resolution No. 20-____

Resolution of the
City Council of the City of St. Louis Park, Minnesota
recognizing the contributions and expressing appreciation to
Public Service Worker Dean Backaus

Whereas, Dean Backaus began his employment with the City of St. Louis Park as a part-time employee on September 29, 1984; and

Whereas, Dean was promoted to a full-time position on July 30, 1990 for an equivalent of more than 34 total years of service; and

Whereas, Dean has spent countless hours circling the hockey rinks as a Zamboni driver when working on the Rec Center’s two sheets of ice. Dean continued to volunteer to help at the Rec Center even after transferring to the street department; and

Whereas, Dean has led by example on taking ownership of the equipment he operated, including the street sweeper where he spent countless hours following the 308 miles of curb line in the city at three miles per hour, four times a year; and

Whereas, Dean was reliable and dedicated in his snow removal efforts including being one of the staff who plowed the Halloween storm of 1990. Based on average snowfall, Dean has plowed over 1,800 inches of snow over the last 34 years; and

Whereas, Dean will slow down, relax, and pick and choose items off his bucket list which could be anything from DIY projects to traveling;

Now therefore be it resolved that the City Council of the City of St. Louis Park, Minnesota, by this resolution and public record, would like to thank Dean Backaus for his great contributions and more than 34 years of dedicated service to the City of St. Louis Park and wish him the best in his retirement.

Reviewed for Administration: Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Resolution No. 20-____

Resolution of the
City Council of the City of St. Louis Park, Minnesota
recognizing the contributions and expressing appreciation to
Property Maintenance and Licensing Manager Ann Boettcher

Whereas, Ann Boettcher began her employment with the City of St. Louis Park 20 years ago on May 8, 2000; and

Whereas, Ann has displayed a high level of ability, versatility, and continued professional growth, beginning her career in a parks department, then joining the city as an administrative supervisor, to attaining her current position responsible for licensing and property maintenance programs; and

Whereas, Ann has successfully coordinated many special events occurring in the city, including the 3-day Susan G. Komen Walk, Coen Brothers filming of “A Serious Man”, and Cavalia Cirque du Soleil; and

Whereas, Ann has been responsible for many substantial code amendments including expanding property maintenance inspections into all rental properties and implementing restrictions on the sale of tobacco and vaping products; and

Whereas, Ann has become the goodwill ambassador for the building and energy department, endlessly reaching out positively to other staff and the community, serving on various committees and as liaison with police staff for information management; and

Whereas, Ann is planning on enjoying some very well-deserved rest and relaxation after over 40 years of full-time employment;

Now therefore be it resolved that the City Council of the City of St. Louis Park, Minnesota, by this resolution and public record, would like to thank Ann Boettcher for her great contributions and 20 years of dedicated service to the City of St. Louis Park and wish her the best in her retirement.

Reviewed for Administration:  Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager  Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Executive summary

Title: Letter to Public Utilities Commission on CenterPoint Energy’s rate increase and inclusive financing

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as Time-Sensitive**

- Motion to authorize a comment letter to be submitted to the Public Utilities Commission regarding CenterPoint Energy’s rate increase and Inclusive Financing.

Policy consideration: Is the city council supportive of the comments to the Public Utilities Commission regarding CenterPoint Energy’s rate increase and Inclusive Financing?

Summary: CenterPoint Energy has asked the Minnesota Public Utilities Commission (PUC) for approval to increase rates for natural gas distribution service. The requested increase is about 6.8 percent across-the-board, or $62 million per year. Under the proposal, average monthly bills would rise 6-10 percent for small and medium-size businesses, and about 4 percent for the largest commercial and industrial customers. Residential customers would see average monthly bills rise 8.7 percent, including an increase in the monthly service charge from $9.50 to $12 (a charge that cannot be changed through energy efficiency), and a delivery charge increase.

The City of Minneapolis has intervened in the rate case to propose that CenterPoint adopt an Inclusive Financing option for residential customers to help mitigate the higher energy burden. Inclusive Financing is a tool that offers all customers—both renters and homeowners—access to cost-effective energy upgrades; customers can access energy efficiency improvements without needing upfront capital, long-term financing, creditworthiness, or another bill to manage. The program requires the utility (CenterPoint) and/or outside investment partners to finance the upfront costs of qualifying energy improvements to homes or buildings. A monthly charge—smaller than the overall energy savings—is then added as a line item to the customer’s gas bill, meaning the participant sees a lower gas bill even while the capital costs are paid back. If the occupant moves before the costs are recovered, the monthly savings and the monthly bill stays with the utility meter on that property.

The city’s letter to the PUC requests that the commission consider delaying the rate increase or mitigating it using programs such as Inclusive Financing. Written comments are due to the PUC by August 21. The Environment and Sustainability Commission has reviewed the letter and their feedback has been incorporated.

Strategic priority consideration: St. Louis Park is committed to continue to lead in environmental stewardship.

Supporting documents: Letter to PUC on CenterPoint rate increase and inclusive financing

Prepared by: Emily Ziring, sustainability manager
Reviewed by: Brian Hoffman, director of building and energy
Approved by: Tom Harmening, city manager
August 10, 2020

Mr. Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: Docket No. G-008/GR-19-524

Dear Mr. Seuffert:

The City of St. Louis Park understands that from time to time, utilities need to pursue rate increases to offset the rising cost of delivering power and gas. A greater energy cost burden, however, could be calamitous to our residents and business owners—especially those who are Black, Indigenous, and People of Color and historically experience higher energy burdens than white property owners—when already facing the current economic downturn. We would like to request that the Commission weigh the options when considering CenterPoint’s rate increase proposal and determine whether the increase can be delayed or mitigated. The increase in the fixed charge to residential customers is especially concerning since energy efficiency strategies are unable to offset it.

Our city is dedicated to the principles of sustainability. In 2018, the St. Louis Park City Council passed a bold Climate Action Plan to reach net zero greenhouse gas emissions citywide by 2040, including a midterm goal of reducing energy consumption in residential buildings 35% by 2030. Given these ambitious goals, the city must have a menu of energy efficiency funding and financing options available to residents. We therefore acknowledge and appreciate Minneapolis’ efforts to advance equity in Minnesota’s clean energy economy by filing a proposal for an inclusive financing program with the state’s Public Utilities Commission, and we would like to register our support for the intervention.

Local governments view inclusive financing as a way to help residents (including renters, who make up over 40 percent of St. Louis Park residents—a greater percentage than Hennepin County at large) for whom energy costs are a heavy burden. An inclusive financing program would help to mitigate the proposed increase in residential energy costs. Further, upfront cost is often a barrier to needed investments in energy efficiency, but approval of this inclusive financing program for energy efficiency upgrades like insulation and air sealing can help to lower or remove this barrier.

Thank you.

Sincerely,

Jake Spano
Mayor
City of St. Louis Park

CC: City of St. Louis Park Environment and Sustainability Commission members
Executive summary

Title: Letter to Public Utilities Commission on Xcel Energy’s Integrated Resource Plan

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as Time-Sensitive**
- Motion to authorize a comment letter to be submitted to the Public Utilities Commission regarding Xcel Energy’s 2020-2034 Upper Midwest Integrated Resource Plan.

Policy consideration: Is the city council supportive of the comments to the Public Utilities Commission regarding Xcel Energy’s Integrated Resource Plan?

Summary: In Minnesota, investor-owned utilities are required by the state to share their electricity generation plans with the public through Integrated Resource Plans (IRPs). An IRP is a document that requires utilities to give advance notice of how they plan to generate electricity over the coming 15 years (in this case, 2020-2034). Because generation decisions can affect many things—electric rates, the communities where power plants are located, infrastructure, and the environment—people and organizations are encouraged to review these plans and offer feedback to the Public Utilities Commission (PUC).

Xcel Energy’s IRP would lead to a more than 80% reduction in carbon emissions in the region by 2030 compared to 2005, a step toward the company achieving its vision to provide customers 100% carbon-free electricity by 2050. The utility will achieve these carbon reductions by retiring its last two coal plants by 2030; adding 1,850 megawatts of wind and 3,000 megawatts of solar; gaining regulatory approval to operate the Monticello nuclear plant until at least 2040; and increasing the use of natural gas-fired power plants. The city’s letter to the PUC indicates that the city is generally supportive of Xcel’s IRP, but encourages the utility to invest in research and technology to more quickly transition away from nuclear power and natural gas and move toward 100% renewable energy. Written comments are due to the PUC by October 30. The Environment and Sustainability Commission has reviewed the letter and their feedback has been incorporated.

Financial or budget considerations: None

Strategic priority consideration: St. Louis Park is committed to continue to lead in environmental stewardship.

Supporting documents: Letter to PUC on Xcel Energy’s Integrated Resource Plan

Prepared by: Emily Ziring, sustainability manager
Reviewed by: Brian Hoffman, director of building and energy
Approved by: Tom Harmening, city manager
August 10, 2020

Mr. Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

Re: Docket No. E002/RP-19-368

Dear Mr. Seuffert:

The City of St. Louis Park appreciates the opportunity to comment on Xcel Energy’s proposed Integrated Resource Plan (IRP) for 2020-2034.

We support Xcel Energy’s goal to reach 80% carbon reductions by 2034 and their leadership in the utility sector in taking this step toward reducing carbon. We would support an even faster timeline given our city’s ambitious Climate Action Plan. Our Climate Action Plan aims to achieve a net zero carbon footprint by 2040, and an interim goal includes achieving 100% renewable electricity by 2030.

Xcel Energy’s proposed IRP will be a start in helping us reduce emissions from the electricity sector. We would, however, encourage Xcel Energy to explore how to more quickly transition away from nuclear power and natural gas to 100% renewable energy. We urge the utility to invest in research and development of new technologies (such as energy storage) in the short term that can assist in speeding this transition.

Given St. Louis Park’s aggressive goals, we ask Xcel Energy to continue to phase out carbon-based energy sources in a way that would be fair and equitable to all communities. We would also appreciate flexibility in programs for businesses and residents to purchase and/or build renewable resources, such as solar and wind. We support Xcel Energy’s leadership to transition away from carbon-based energy sources and look forward to partnering with the utility in the future to help us meet our Climate Action Plan goals, ensuring a healthy, vibrant, equitable community for all.

Sincerely,

Jake Spano
Mayor
City of St. Louis Park

CC: City of St. Louis Park Environment and Sustainability Commission members
Executive summary

Title: CUP for excavation at 2400 Edgewood Ave S

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**
- Motion to adopt Resolution approving the conditional use permit for excavation of more than 400 cubic yards of material.

Policy consideration: Does the project meet the conditional use permit requirements for excavation of material?

Summary: Jack Sullivan, Senior Engineering Project Manager for the City of St. Louis Park, has applied for a conditional use permit (CUP) to excavate approximately 1,700 cubic yards of material. The excavation is needed to provide compensatory flood storage and construction of piers required for the proposed Dakota-Edgewood bikeway and bridge project. The project will generate approximately 125 truck trips in total with approximately 16 truck trips a day. Trucks will be routed from the site north along Edgewood Ave S. From there they will travel east along Cedar Lake Rd to Highway 100. Excavation will occur as needed during the project which is projected to begin in November 2020 and be completed in March of 2021.

The council is in the process of approving the Dakota-Edgewood Trail Bridge project as part of the city’s Connect the Park plan for construction in 2020 and 2021. This project brings a north-south pedestrian and bike connections to the east side of the city. The project starts at Cedar Lake Road and goes south along Edgewood Avenue, over the BNSF Railroad and through Dakota Park where it connects to Dakota Avenue at 26th Street.

Financial or budget considerations: Not applicable.

Strategic priority consideration: Not applicable.

Supporting documents: Draft resolution; Haul route; Official exhibits

Prepared by: Gary Morrison, assistant zoning administrator
Reviewed by: Sean Walther, planning and zoning supervisor  
Karen Barton, community development director
Approved by: Tom Harmening, city manager
Resolution No. 20-____

Resolution approving a conditional use permit for
2400 Edgewood Ave S to export more than 400 cubic yards of material
to construct the Edgewood/Dakota bikeway bridge

Whereas, the City of St. Louis Park applied for a conditional use permit for the purpose
of excavating more than 400 cubic yards of material to construct a pedestrian bridge over the
BNSF railroad at 2400 Edgewood Avenue South; the property is legally described as follows, to-
wit:

That part of the East ½ of the Northeast Quarter of Section 8, Township 117, Range 21,
Hennepin County Minnesota, described as follows: Beginning at the intersection of a
line run parallel with and distant 30 feet west of the west line of the East 1/8 of the
Northeast Quarter of Section 8 with the northerly right of way line of the Great
Northern Railway; thence north along said described parallel line a distance of 46.50
feet, thence west at right angles a distance of 270 feet, thence south parallel with the
above described parallel line to the northerly right of way line of said Railroad; thence
northeasterly along said right of way line to the point of beginning.

Whereas, the property is guided IND – Industrial in the 2040 Comprehensive Plan future
land use map; and

Whereas, the property is zoned IP – Industrial Park; and

Whereas, the city council considered the advice and recommendations of the planning
commission (20-13-CUP) and determined that the construction of the building will not be
detrimental to the health, safety, or welfare of the community, is consistent with the
Comprehensive Plan, and compliant with the intent of the Zoning Ordinance; and

Whereas, the contents of the Planning Case File 20-13-CUP are hereby entered into and
made part of the public hearing record and record of decision for this case; and

Whereas, the site is developed, used, and maintained in conformance with approved
plans and required permits are obtained prior to construction.

Now therefore be it resolved, that the St. Louis Park City Council hereby approves a
Conditional Use Permit to export more than 400 cubic yards of soil at 2400 Edgewood Ave S,
subject to the following conditions:

1. The excavation shall be conducted in conformance with the following official exhibits,
which may be amended to remain in conformance with amendments to the approved
Dakota-Edgewood Bikeway bridge project:
   a. Haul route
   b. Grading plan
   c. Stormwater Pollution Prevention Plan (SWPPP)
   d. Erosion control and turf establishment plan
2. Trucks shall use the approved haul route.
3. All required permits shall be obtained prior to starting construction, including but not limited to:
   a. NPDES Grading/Construction Permit.
   b. City of St. Louis Park Erosion Control and Building Permits.
   c. A stormwater management permit from the Minnehaha Creek Watershed District.
4. The conditional use permit shall be revoked and cancelled if the building or structure for which the conditional use permit is granted is removed.

The City Clerk is instructed to record certified copies of this resolution in the Office of the Hennepin County Register of Deeds or Registrar of Titles as the case may be.

Reviewed for administration: Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Haul route
City council meeting of August 17, 2020 (Item No. 4i)
Title: CUP for excavation at 2400 Edgewood Ave S
Executive summary

Title: Final payment resolution – Water Treatment Plant 4 Rehabilitation – Project No. 5318-5004

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is Categorized as a Required Action**
- Motion to adopt Resolution accepting the work and authorizing final payment in the amount of $28,502.62 for project no. 5318-5004 Water Treatment Plant #4 rehabilitation with Municipal Builders, Inc., Contract No. 175-17.

Policy consideration: Not applicable

Summary: On Nov. 20, 2017, the city council awarded a contract in the amount of $3,107,100.00 to Municipal Builders, Inc. for the Water Treatment Plant #4 Rehabilitation, project 5318-5004.

The city removed the treatment plant from service on Dec. 28, 2016, due to concerns with trichloroethylene (TCE) effluent concentrations that were above the health risk limit (HRL) but below the maximum contaminant level (MCL). The revised treatment plant removes the TCE below the HRL. The city has been producing water with Water Treatment Plant #4 since December of 2018.

The final contract amount for this project is $3,474,693.77. The contract increase is attributed to various modifications that were necessary to provide a quality project for our community. Details on the contract changes are included in the discussion section of this report.

Financial or budget considerations: The final cost for the work performed under Contract No. 175-17 is included in the discussion section of this report. This project was planned for in the CIP and will be paid for using water utility funds.

Strategic priority consideration: Not applicable.

Supporting documents: Discussion
Resolution

Prepared by: Joseph Shamla, senior engineering project manager
Reviewed by: Debra Heiser, engineering director
Approved by: Tom Harmening, city manager
Discussion

**Background:** Water Treatment Plant #4 is located at 4701 West 41st Street. The city council approved the plans and specifications and authorized advertisement for bids on Sept. 18, 2017. Bids were received on Nov. 13, 2017 and approved by the city council on Nov. 20, 2017.

The city removed Water Treatment Plant #4 from service on Dec. 28, 2016, due to concerns with trichloroethylene (TCE) effluent concentrations that were above the health risk limit (HRL) but below the maximum contaminant level (MCL). The reconstructed treatment plant removes the TCE below the HRL. The reconstructed Water Treatment Plant #4 has been in operation since December of 2018.

During construction, several unexpected items came up, which added to the cost of the project. The additional work needed to complete the project increased the cost of the contract by $368,811.08, resulting in a final contract amount for this project of $3,474,693.77. A description of the additional work:

- The coolant lines for the standby generator needed to be upsized prior to installation. In addition, valves were added to the coolant lines for easier maintenance in the future.
- During construction 4 of the 5 existing heaters for the building failed. Instead of spending money repairing heaters that were over 25 years old, new high efficient heaters were installed.
- The existing fluorescent lights were removed and replaced with high efficient LED lights. The city worked with Xcel Energy to obtain rebates for the high-efficiency lighting.
- The outside of the building needed repair of the engineered insulation and finish system (EIFS). The material on the existing building was easily damaged by woodpeckers and had quite a few holes. New material was installed to repair the current issues and prevent damage by birds in the future.
- In 2019, Operations upgraded our SCADA throughout the city. When bidding this project, the equipment needed for the new SCADA system was unknown. We worked with the consultant of the SCADA system to prepare the treatment plant to work with the new system. This minimized the overall cost as we didn’t install equipment that would be removed with the SCADA project.
- The treatment plant was designed at a certain capacity. After start-up of the plant, it was determined that the high service pump was limiting the capacity. Staff worked with the contractor and the consultant AECOM to adjust the pump but were unable to get to the capacity needed for the treatment plant. A new pump was installed, which allows all functions of the plant to run at the design capacity of the plant.

**Financial or budget considerations:** The final cost of the work performed by the contractor under Contract No. 175-17 has been calculated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original contract (based on estimated quantities)</td>
<td>$ 3,107,100.00</td>
</tr>
<tr>
<td>Change orders/ extra work</td>
<td>+ $ 368,811.08</td>
</tr>
<tr>
<td>Quantity underrun</td>
<td>- $ 1,217.31</td>
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<tr>
<td>Final contract cost</td>
<td>$ 3,474,693.77</td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous payments</td>
<td>- $ 3,446,191.15</td>
</tr>
<tr>
<td>Balance due</td>
<td>$ 28,502.62</td>
</tr>
</tbody>
</table>

This project was included in the Capital Improvement Program (CIP) and was funded by the water utility fund.
Resolution No. 20-____

Resolution authorizing final payment and accepting work for the Water Treatment Plant #4 Rehabilitation Project

City Project No. 5318-5004
Contract No. 175-17

Be it resolved by the City Council of the City of St. Louis Park, Minnesota, as follows:

1. Pursuant to a written contract with the City dated November 20, 2017, Municipal Builders, Inc. has satisfactorily completed the Water Treatment Plant #4 Rehabilitation per Contract No. 175-17.

2. The Engineering Director has filed her recommendations for final acceptance of the work.

3. The work completed under this contract is accepted and approved. The final contract cost is $3,474,693.77.

4. The City Manager is directed to make final payment in the amount of $28,502.62 on this contract, taking the contractor's receipt in full.

Reviewed for administration: Adopted by the City Council Aug. 17, 2020

Thomas K. Harmening, city manager Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Executive summary

Title: Acceptance of the strategic roadmap for advancing arts and culture

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is Categorized as Time-Sensitive**
- Motion to accept the Strategic Roadmap for Advancing Arts and Culture in St. Louis Park.

Policy consideration: Is the vision, core themes and strategic imperatives for arts and culture development in keeping with council expectations?

Summary: Friends of the Arts (FOTA) and city staff have worked with a community steering committee to create a “Strategic Roadmap for Advancing Arts and Culture”. The roadmap is a “blueprint, outlining paths along which St. Louis Park can strengthen the cultural life of the city as an element of achieving Vision 3.0, the city’s Livable Community Principles, and its Strategic Priorities.” The intent of the roadmap is to provide overarching direction for the future of arts and culture in the community. The core themes of the roadmap are:

- **Connect People, Ideas, Communities**
  o Focus on the power of culture and creativity in building social cohesion through the nurture and development of public celebration and unexpected or chance encounters with the arts. Race equity and inclusion will be integrated in future arts and culture programming.

- **Enliven Public Spaces**
  o Focus on the power of arts and culture to enliven streets, neighborhoods, public and green spaces as important assets to the city that support both community-gathering and are rooted in cultural expression. Support arts in public spaces, with formal and informal opportunities to create aesthetic beauty.

- **Promote Health and Wellbeing**
  o Focus on creativity and the arts as important vehicles to strengthen and improve community health and wellbeing through programs and projects that support mental health, encourage active lifestyles, support sustainable greenspace—creative opportunities encouraging healthy minds, healthy bodies, and a healthy natural world.

Financial or budget considerations: None at this time.

Strategic priority consideration: St. Louis Park is committed to creating opportunities to build social capital through community engagement.

Supporting documents: Discussion

- July 27, 2020 study session
- Strategic Roadmap for Advancing Arts and Culture

Prepared by: Meg McMonigal, principal planner
Reviewed by: Maria Solano, senior management analyst
  Karen Barton, community development director
  Nancy Deno, HR director/deputy city manager
Approved by: Tom Harmening, city manager
Discussion

Strategic Roadmap

The St. Louis Park Friends of the Arts (FOTA) received a grant from the Metropolitan Regional Arts Council to develop the “Strategic Roadmap for Advancing Arts and Culture” (attached). FOTA hired a consultant and worked closely with city staff to assemble a steering committee of 13 community members to create the roadmap and a vision for the future. The process included an extensive public listening and comment process: the steering committee led over 25 focus groups, and 259 on-line surveys were completed, and the input was incorporated into the roadmap. The roadmap sets forth strategic imperatives and guiding principles for the future of arts and culture in the community. The vision that came out of the process is:

VISION

St. Louis Park’s vision for community vitality is a city defined and recognized as a place where:

- individual ingenuity is nurtured;
- enduring bonds among diverse communities are solidified;
- culture and the arts are recognized as critical to fostering positive social change.

A city where ....

- creativity, culture and the arts foster and celebrate social cohesion and celebration;
- streets and neighborhoods are enlivened by the arts in ways that support both community-gathering and are rooted in cultural expression;
- creativity and culture strengthen and improve community health and wellbeing for both our natural world and our residents.

The process also resulted in a set of “strategic imperatives” with the goals of:

- connecting people, ideas, communities;
- promoting health and wellbeing; and
- enlivening public places.

Within the strategic imperatives, several key outcomes and steps are described to continue our proactive integration of arts and culture into the community fabric.

Next Steps: The Strategic Roadmap for Advancing Arts and Culture provides a vision, direction and set of steps that city staff and FOTA will work to implement to achieve and secure a strong presence of arts and culture in the community for the long term.
City of St. Louis Park

Strategic roadmap for advancing arts and culture

friends of the arts
ST. LOUIS PARK
slpfoa.org

St. Louis Park
M N N E S O T A
City of St. Louis Park

STRATEGIC ROADMAP FOR ADVANCING ARTS AND CULTURE

...connecting people, voices, places, spaces...

The purpose of this framework is to serve as a blueprint, outlining paths along which St. Louis Park can strengthen the cultural life of the city as an important element of achieving Vision 3.0 to be A Place for all People, the city’s Livable Community Principles, and its Strategic Priorities.

The intent is to share a vision where arts and culture can be a key contributor to economic and community development when approached strategically and included as a tool and part of the solution to our community’s challenges.

Since late summer, 2019, there has been a multi-pronged effort to engage residents in conversations to gather input on what the community values, where they hope efforts should be focused, and perceptions of the importance of creativity, culture and the arts to community vitality. The process included an extensive public listening and comment process. A steering committee led over 25 focus groups, engaging a breadth of community voices spanning age, cultural, social and economic interests. In addition, 259 electronic surveys were completed. The ideas that emerged from the community listening sessions and survey processes are incorporated into this framework shaped by the steering committee and the executive team composed of City of St. Louis Park and Friends of the Arts leadership.

WHY ARTS AND CULTURE?

Arts and culture have measurable impact on community cohesion, on economies, and on personal health and wellbeing. They are powerful tools for community engagement in support of community vitality, as well as community resiliency in times of significant change. Equity can be successfully advanced through arts, creativity, and cultural celebration. In addition, through arts and culture, we are invited into public dialogue often in a less threatening setting. We nurture a strong next generation of creative thinkers and problem solvers through arts in our educational curriculum, and finally create healthy communities capable of meeting the demands of the future.

There is a significant body of literature documenting the importance of arts and culture in building local identity and pride of place. Through participatory arts initiatives communities strengthen connections among residents, frequently bridging differences, forming new bonds, and building stronger links between different neighborhoods or cultural groups. Arts and culture have been proven to improve public health and safety. Further, as they improve quality of life and community appeal, they can improve business climate, support the economy, and in many cases invite tourism. Community spaces and public life can be energized through arts and culture.

The literature tells us that
● Arts, culture and creativity create an aesthetic appeal and a quality of life that invite community and economic investment.
● Arts participation builds civic engagement. Individuals involved in the arts are more likely to partake in a wealth of civic and social activities.
● Culture builds social capital, builds community, grows institutional networks.
● Arts participants are more than twice as likely to volunteer in their communities.
● Arts and culture provide improvements to the overall quality of the neighborhood; and improve the local economy.
● Engaging with art is essential to the human experience. Research provides strong evidence that arts educational experiences can produce significant positive impacts on academic and social development.

Arts and culture are positive, often playful, vehicles to:
● invite participation
● build local identity
● strengthen the business climate
● bridge cultural differences
● celebrate pride of place
● invite collaboration across economic, civic, and social interests.

Culture, creativity and the arts at their core have an intrinsic value, which must not be overlooked as economic and social impact is explored. Personal experience enriches our inner lives, touches our emotional world, and serves to express what it means to be human. Culture, creativity and the arts are important tools in galvanizing individuals and communities.
LOCAL LEADERSHIP

St. Louis Park Friends of the Arts has been building community through the arts since 1995. The organization was founded after neighbors came together to advocate for maintaining art and music programs in St. Louis Park schools amidst potential budget cuts. The newly-formed group of passionate arts advocates then organized its first community-wide arts and culture event in public parks, and took their advocacy efforts to the city government to push for additional investments in arts and culture. Leadership from both the city council and staff were receptive, leading to official recognition of Friends of the Arts as St. Louis Park’s arts council.

The City of St. Louis Park has embraced public art and taken steps to proactively integrate it into the community fabric. Art has been incorporated throughout the city in new developments and public infrastructure improvement projects; project grants through the annual Arts and Culture Grant Program; placing art in city buildings, parks and public spaces; as well as through the creation of other art opportunities.

Friends of the Arts has worked closely with the City of St. Louis Park for its nearly 25 year history, and has also helped form three local theater groups, provided fiscal sponsorship to many small groups and projects, created a scholarship fund for residents, and organized dozens of community projects bringing people together to participate, learn, and enjoy the arts in their community.

The breadth of programs and broad support for the arts by Friends of the Arts and the city is a result, in large part, of advocates from the community and within city government, and the strong relationships that have formed. To ensure the long-term stability of arts and culture in the community, the city and Friends of the Arts are working together to determine where efforts should be focused, how to express and communicate its importance to community vitality, and building cross-sector support and partnerships. Guided by the knowledge that arts and culture are a key contributor to economic and community development, this framework will enshrine past efforts and offer a strategic path to approach arts and culture as a tool in solving community challenges and developing policy on which the future of arts and culture in St. Louis Park will grow.
Why Now?
Culture, creativity and the arts are in alignment with St. Louis Park priorities. These strategic priorities can be realized in part through making arts and culture a mainstay in the community. In crafting this framework, our intent is to invite arts and culture as key contributors to community development and economic vitality, a lens and a tool as the city seeks solutions to our community’s challenges.

**Why now?** St. Louis Park is becoming more racially/ethnically diverse. The city has adopted priorities both to be a leader in racial equity and inclusion, as well as to build social capital through community engagement. Culture, creativity and the arts are vital tools in bridging differences in cultures and race, addressing equity, and creating involvement opportunities thereby galvanizing and engaging communities.

**Why now?** The population of St. Louis Park is steadily growing and changing. Growth in new rental housing attracts a younger demographic. Culture, creativity and the arts are a valuable means of integrating new, more diverse and younger residents into the community. Individuals involved in arts and culture are more likely to stay in the community and more likely to participate in a wealth of other civic and social activities.

**Why now?** St. Louis Park has adopted as a strategic priority expanding options for people to make their way around the City. New mobility options for making our way around the city includes punctuating the routes with interesting, aesthetically-pleasing art, buildings, and places that are comfortable to travel to and gather together in. The arts offer many options for enhancing new transportation alternatives.

**Why now?** Climate change has been named as a significant priority issue for St. Louis Park. The arts have an important role to play in raising awareness to environmental issues, as well as gaining commitment to achieve the city’s goals. Arts and culture serve to address climate change in our built and natural environments where we spend our lives.

**Why now?** A 2016 study by the City of St. Louis Park, St. Louis Park Friends of the Arts and Minnesota Citizens for the Arts demonstrated that the nonprofit arts and culture sector alone, without inclusion of the commercial arts sector, is a substantial industry in St. Louis Park, generating over $1.5 million in total economic impact annually as of 2016. In announcing this study, Sheila Smith, Executive Director of Minnesota Citizens for the Arts, said “Clearly St. Louis Park’s arts and culture organizations are bringing people to town who wouldn’t otherwise be there to spend their money in local businesses. There is something special going on in St. Louis Park.”

### Economic Impact of Nonprofit Arts Sector, 2016

<table>
<thead>
<tr>
<th>Economic Impact of Nonprofit Arts Sector, 2016</th>
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<tbody>
<tr>
<td><strong>TOTAL DIRECT EXPENDITURES BY ORGANIZATIONS</strong></td>
</tr>
<tr>
<td><strong>TOTAL ARTS AND CULTURE REVENUES EXPENDED BY AUDIENCES</strong></td>
</tr>
<tr>
<td><strong>TOTAL ECONOMIC IMPACT</strong></td>
</tr>
<tr>
<td><strong>STATE GOVERNMENT REVENUES:</strong></td>
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<tr>
<td><strong>LOCAL GOVERNMENT REVENUES:</strong></td>
</tr>
<tr>
<td><strong>TOTAL GOVERNMENT REVENUES:</strong></td>
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Data from MN Citizens for the Arts, 2016 Creative MN Report
OUR HERITAGE – PLAYING IT FORWARD

St. Louis Park can lay claim to a rich and diverse history of participation in arts and culture that without doubt makes this place distinctive.

- In 1891, the St. Louis Park Community Band formed, which thrives still to this day more than a century later. For decades, concerts were held at Bandstand Park, which is now known as Jorvig Park.
- The roots of the Parktacular festival too date back to the early 1900s. The 1914 event was dubbed the “biggest jubilee celebration ever” in the Minneapolis Daily Newspaper.
- St. Louis Park youth have a rich history of music, arts and culture. A 1912 ‘May Fete’ involved students “representing different nations in costume, song, and folk dance.” At the high school, choir and band date back to the early 1900s, with dance instituted in 1944 and graphic arts in 1952, all continuing to this day.
- Public art in the city has strong ties back to “beautification,” as the movement was called in the early 20th century—1930s roadway beautification projects created roadside parks along Lilac Way. In 1997, the City commissioned its first contemporary public artwork, paving the way for a significant number to follow.
- A culturally diverse city, home to the Jewish Community Center and Wat Promwachirayan (Buddhist temple and Thai cultural center), people of many backgrounds express and celebrate their culture in St. Louis Park.

STRENGTHS – OUR FOUNDATION TO BUILD ON

The strength of the cultural community in St. Louis Park, as identified in our assessment process, is summed up in the word **PARTICIPATION**. Residents appreciate and also seek more opportunities for

- Outdoor festivals, fairs and gatherings of the community. This strength was frequently tied to bridging cultures through events and celebrations that intentionally bring together diverse ethnic and cultural groups.
- Public art and beautification of public spaces dispersed throughout the city, often in unexpected places.
- Art and music programs in the schools.
- Support for artists and arts organizations.

St. Louis Park residents value

- Being together with friends and neighbors
- Celebrating and sharing their own cultural heritage; experiencing other cultures
- Arts and culture opportunities in their neighborhood, accessible and close to home
- Opportunities to express oneself artistically or culturally

“I need to ask myself, ‘What kind of town do I want to leave for my kids?’”

“We all want to live in a beautiful town.”

“We need more chance encounters with the arts.”
VISION
St. Louis Park’s vision for community vitality is a city defined and recognized as a place where
• individual ingenuity is nurtured;
• enduring bonds among diverse communities are solidified;
• culture and the arts are recognized as critical to fostering positive social change.
A city where ... 
• creativity, culture and the arts foster and celebrate social cohesion and celebration;
• streets and neighborhoods are enlivened by the arts in ways that support both community-gathering and are rooted in cultural expression;
• creativity and culture strengthen and improve community health and wellbeing for both our natural world and our residents.

STRATEGIC FRAMEWORK: BUILDING CONNECTIONS – RESPONSIVE, COLLABORATIVE, INTEGRATED
This framework explores key priorities identified as critical to building on current assets and strengths, honoring the community’s desire for participatory, dispersed arts and culture opportunities that connect, enliven, and improve the wellbeing of our community. The vision suggests a model in which these three core areas of development are all continuously informed and tested through the lenses or questions: Are our ideas guided by a commitment to embrace equity and inclusion? Are our ideas amplified by proactive efforts to build awareness of arts and culture, as well as recognition of a unique civic identity? Are our ideas sustained through policy and resource commitment?

The arts make our values visible.

The Historic Walker Lake community mural, created by GoodSpace Murals
ElemENTRY Art Project at Peter Hobart Elementary School, led by teaching artist Joe DeCamillis
**CORE THEMES FOR ARTS AND CULTURE DEVELOPMENT**

**Connect People, Ideas, Communities**
Focus on the power of culture and creativity in building social cohesion through the nurture and development of public celebration and unexpected or chance encounters with the arts.

**Enliven Public Spaces**
Focus on the power of arts and culture to enliven streets, neighborhoods, public and green spaces as important assets to the city that support both community-gathering and are rooted in cultural expression. Support arts in public spaces, with formal and informal opportunities to create aesthetic beauty.

**Promote Health and Wellbeing**
Focus on creativity and the arts as important vehicles to strengthen and improve community health and wellbeing through programs and projects that support mental health, encourage active lifestyles, support sustainable greenspace—creative opportunities encouraging healthy minds, healthy bodies, and a healthy natural world.

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**PROCESS LENSES INFORMING ALL CORE THEMES**

**Advance Equity and Inclusion**
Advance and celebrate St. Louis Park’s diversity of people, places and cultures, while providing creative community voices in efforts to eliminate the underlying barriers and disparities—social, economic, health—that impact under-represented communities.

**Build Awareness and Recognition**
Distinguish St. Louis Park as a city of innovation and a breadth of artistic activity, a place that leverages the unique voices of a culturally diverse, active and growing creative community.

**Sustain and Strengthen through Policy and Resources**
Leverage and strengthen St. Louis Park’s arts and cultural assets and capacity, ensuring that residents experience the value that arts bring to the city through incorporation of creativity, culture and the arts in the ongoing dialogue and deliberation of all public policies, as well as setting aside financial and human resources sufficient to sustaining this resource within the city.
STRATEGIC IMPERATIVES: BUILDING CONNECTIONS

Strategic Imperative: Connect People, Ideas, Communities. Engage the power of arts, culture and creativity in overcoming barriers and creating opportunities to build social capital through community engagement.

Key Outcomes:
- Expanded festivals and street fairs, creative placemaking activities showcasing the breadth of cultures present in St. Louis Park.
- Neighborhood tools are in place to leverage arts, culture and heritage and to celebrate diverse identity and vibrancy.
- Neighborhood cultural assets are activated, successfully utilizing arts and culture to invite opportunities to welcome, to know neighbors, to experience diverse cultural practices.
- There is a strengthened commitment and access to arts in education that meets youth where they are physically, economically, developmentally and culturally.

Strategic Imperative: Promote Health and Wellbeing. Focus on both the wellbeing of people and the natural world. Strengthen and improve community health and wellbeing through encouragement of creative opportunities encouraging healthy minds, healthy bodies, and a healthy natural world that are dispersed throughout the city.

Key Outcomes:
- Individual resident health is strengthened through opportunities for personal expression of one’s creative voice. Personal isolation is mitigated.
- Creativity and the arts are engaged in support of efforts that increase opportunities to connect with nature, and that incorporate arts and culture elements in our green spaces and trails; programming encourages both healthy bodies and a healthy natural world.
- Wellbeing is enhanced as creativity, culture and arts are consistently defined to include the traditions and expressions of the many cultural groups within St. Louis Park; diverse cultural traditions are recognized and reflected throughout our arts and culture, making local arts accessible to all.

Strategic Imperative: Enliven Public Spaces. Continue to develop arts in public spaces as opportunities, formal and informal, to create a sense of local identity. Enliven streets, neighborhoods, public and green spaces as important assets to the city that support both community-gathering and are rooted in public expression.

Key Outcomes:
- Develop systems to ensure that aesthetic beauty is promoted in conjunction with function in city infrastructure projects.
- Develop mechanisms to further develop and responsively integrate unique local identity within neighborhoods through arts and culture.
- Institute planning procedures that engage creativity and the arts in support of efforts to expand networks of sidewalks, trails and bike facilities.
**KEY PROCESS LENSES: GUIDING PRINCIPLES**

**Key Process Lens: Advance Equity and Inclusion.** Engage creativity, culture and the arts to create a more just and inclusive community for all. Advance and celebrate St. Louis Park’s diversity of people, places and cultures, while working aggressively to address the underlying disparities—social, economic, health—that impact under-represented communities.

**Key Outcomes:**
- More frequent engagement in arts, culture and heritage activities are experienced by more people and more diverse communities throughout St. Louis Park.
- Creativity, culture and arts are consistently defined to include the traditions and expressions of the many cultural groups within St. Louis Park.
- Diverse cultural traditions are recognized and reflected throughout our arts and culture, making local arts accessible to all.

**Key Process Lens: Build Awareness and Recognition.** Create a unified arts and culture identity/brand. Distinguish St. Louis Park as a city of innovation including a breadth of artistic and cultural activity; a place that leverages the unique voices of a culturally diverse, young and growing artistic community.

**Key Outcomes:**
- The community knows and recognizes the importance of culture, creativity and the arts in strengthening the city’s vitality.
- The value and impact of culture, creativity and the arts in strengthening the city’s vitality is broadly communicated within and beyond our city’s boundaries.
- Creative hubs and cultural offerings throughout all neighborhoods are known and activities broadly communicated.

**Key Process Lens: Sustain and Strengthen through Policy and Resources.** Leverage and strengthen St. Louis Park’s arts and cultural assets and capacity through incorporation of creativity, culture and the arts in the ongoing dialogue and deliberation of all public policies, as well as committing financial and human resources sufficient to sustaining this resource within the city.

**Key Outcomes:**
- Policies are in place that embed, strengthen and solidify arts & culture strategic imperatives throughout municipal decision-making processes as a lens and a tool for policy development.
- Strengthen the collaboration between Friends of the Arts (FOTA) and the city.
- Artists are welcomed, find a business climate inviting entrepreneurial business development, and thrive.
- St. Louis Park maximizes resources to build a creative city through mutually beneficial partnerships spanning business, city and private sources.
- This work is sustained through the establishment of an ongoing Steering Committee representative of leadership key to the implementation of Framework goals, and charged with implementation plan development, oversight and strategy implementation.
PROJECT TEAM

Steering Committee Members:

- Robyn Awend, Sabes Jewish Community Center, Director of Cultural Arts
- Becky Bakken, Discover St. Louis Park, CEO
- Paul Danicic, Park Nicollet Foundation, Donor & Community Relations Officer
- Darius Gray, City of St. Louis Park, Community Organizer
- George Hagemann*, St. Louis Park Friends of the Arts, Board Member
- Larry Kraft, Environment and Sustainability Commission, City of St. Louis Park
- Kim LaBo, Minnehaha Creek Watershed District, Education and Engagement Coordinator
- Jamie Marshall*, St. Louis Park Friends of the Arts, Executive Director
- Meg McMonigal*, City of St. Louis Park, Principal Planner
- Korawan (Yin) Muangmode, Thai Cultural Council of MN, President
- Astein Osei, St. Louis Park Public Schools, Superintendent
- Maria Solano*, City of St. Louis Park, Senior Management Analyst
- Denise Tennen, Artist

*member of Executive Team

Consultant and Facilitator: Sharon Rodning Bash

CREDITS

St. Louis Park Friends of the Arts is a nonprofit organization dedicated to building community through the arts in St. Louis Park, Minnesota. Since 1995, Friends of the Arts has worked to support, promote, and enhance arts and culture activities in partnership with the City of St. Louis Park and other community partners. Learn more at www.slpfota.org.

The City of St. Louis Park is dedicated to promoting and integrating arts, culture and community aesthetics in all city initiatives, and partners with Friends of the Arts to do so.

Special Thanks to:
The St. Louis Park Historical Society, the Sabes Jewish Community Center, Wat Promwachirayan and the Thai Cultural Council of MN, and all who contributed to the development of this framework in the community listening process.

This activity is made possible by the voters of Minnesota through a grant from the Metropolitan Regional Arts Council, thanks to a legislative appropriation from the arts and cultural heritage fund.

The inaugural St. Louis Park Art Fair at the ROC, 2018

Sabrina Datt leads and instructs youth participants in a dance at the 2018 Children First Ice Cream Social
Executive summary

Title: Approve consultant contract for GIS study

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**
- Motion to authorize execution of a professional services contract with WSB Engineering for a GIS study of underground utilities and above ground structures.

Policy consideration: Is the city council supportive of pursuing the proposed GIS study as identified in this report?

Summary: The capital improvement program (CIP) approved $300,000 for a comprehensive GIS study to create an accurate dataset of underground utilities and above ground structures to include 3,295 sanitary manholes, 3,044 storm manholes, 5,681 storm inlets, 3,763 watermain valves, 1,786 top nuts of hydrants and 551 storm outlets.

Staff solicited proposals from five engineering firms. Proposals were only received from WSB and Bolton-Menk. The proposal provided by WSB was very thorough and showed they had a clear understanding of the scope of the project. The consultant fee of $299,711 covers all final aspects of the project and data delivery. WSB has prior experience on this project due to work completed on the Strategic GIS plan.

Bid Results:

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<thead>
<tr>
<th>Firm</th>
<th>WSB</th>
<th>Bolton-Menk</th>
</tr>
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<tbody>
<tr>
<td>Bid</td>
<td>$299,711</td>
<td>$524,712</td>
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If council approves, staff will enter into a professional services contract with WSB Engineering. The study will begin immediately a projected to last through July of 2021.

Financial or budget considerations: This project is included in the city’s CIP for 2020 and 2021. The funding will be evenly split from the three utility enterprise funds and was included in the latest utility rate study. The low bid is $289 below the budgeted amount of $300,000.

Strategic priority consideration: Not applicable.

Supporting documents: None

Prepared by: Mike Okey, public works services manager
Reviewed by: Mark Hanson, public works superintendent
             Cynthia S. Walsh, operations and recreation director
Approved by: Tom Harmening, city manager
Executive summary

Title: Accept monetary donations to Operations and Recreation Department

**Recommended action:** Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a **Required Action**

- Motion to adopt Resolution approving acceptance of a $2,200 donation from Scott and Beth Puchtel for the purchase of a memorial bench at Westwood Hills Nature Center in honor of Alan and Ione Stiegler, a $2,200 donation from the Tangney Family for the purchase of a memorial bench at Aquila Park in honor of Mark Tangney, a $2,200 donation from Jean Edin for the purchase of a memorial bench at Louisiana Oaks Park in honor of Robert Edin, a $2,200 donation from John and Paula Koch for the purchase of a memorial bench at Wolfe Park in honor of Brian Koch and a $2,200 donation from Minikahda Vista Neighborhood Association for the purchase of a memorial bench at Minikahda Vista Park in honor of George Floyd.

**Policy consideration:** Does the city council wish to accept these gifts with restrictions on their use?

**Summary:** State statute requires city council’s acceptance of donations. This requirement is necessary in order to make sure the city council has knowledge of any restrictions placed on the use of each donation prior to it being expended.

Scott and Beth Puchtel graciously donated $2,200 for the purchase of a memorial bench to be installed at Westwood Hills Nature Center in honor of Alan and Ione Stiegler. The Tangney family graciously donated $2,200 for the purchase of a memorial bench to be installed at Aquila Park in honor of Mark Tangney. Jean Edin graciously donated $2,200 for the purchase of a memorial bench to be installed at Louisiana Oaks Park in honor of Robert Edin. John and Paula Koch graciously donated $2,200 for the purchase of a memorial bench to be installed at Wolfe Park in honor of Brian Koch. The Minikahda Vista Neighborhood Association graciously donated $2,200 for the purchase of a memorial bench to be installed at Minikahda Vista Park in honor of George Floyd.

**Financial or budget considerations:** These donations will be used for memorial benches at the locations designated above.

**Strategic priority consideration:** St. Louis Park is committed to creating opportunities to build social capital through community engagement.

**Supporting documents:** Resolution

**Prepared by:** Stacy Voelker, senior office assistant

**Reviewed by:** Cynthia S. Walsh, director of operations and recreation

**Approved by:** Tom Harmening, city manager
Resolution No. 20-____

Resolution approving acceptance of donations totaling $11,000 for the purchases of memorial benches in various parks

Whereas, the City of St. Louis Park is required by state statute to authorize acceptance of any donations; and

Whereas, the city council must also ratify any restrictions placed on the donation by the donor; and

Whereas, Scott and Beth Puchtel donated $2,200, the Tangney family donated $2,200, Jean Edin donated $2,200, John and Paula Koch donated $2,200 and Minikahda Vista Neighborhood Association donated $2,200.

Now therefore be it resolved by the City Council of the City of St. Louis Park that these gifts are hereby accepted with thanks to Scott and Beth Puchtel with the understanding that it must be used for a memorial bench at Westwood Hills Nature Center, the Tangney family with the understanding it must be used for a memorial bench at Aquila Park, Jean Edin with the understanding that it must be used for a memorial bench at Louisiana Oaks Park, John and Paula Koch with the understanding that it must be used for a memorial bench at Wolfe Park and the Minikahda Vista Neighborhood Association with the understanding that it must be used for a memorial bench at Minikahda Vista Park.

Reviewed for administration: 

Adopted by the City Council Aug. 17, 2020

__________________________________________  ________________________________________
Thomas K. Harmening, city manager         Jake Spano, mayor

Attest:

__________________________________________
Melissa Kennedy, city clerk
Executive summary

Title: Special assessment – sewer service line repair at 1440 Kilmer Avenue

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**

- Motion to adopt Resolution authorizing the special assessment for the repair of the sewer service line at 1440 Kilmer Avenue, St. Louis Park, MN. P.I.D. 01-117-22-41-0112.

Policy consideration: The proposed action is consistent with policy previously established by the city council.

Summary: Calvin Samborski, owner of the single-family residence at 1440 Kilmer Avenue has requested the city authorize the repair of the sewer service line for their home and assess the cost against the property in accordance with the city’s special assessment policy.

The city requires the repair of service lines to promote the general public health, safety and welfare within the community. The special assessment policy for the repair or replacement of water or sewer service lines for existing homes was adopted by the city council in 1996. This program was put into place because sometimes property owners face financial hardships when emergency repairs like this are unexpectedly required. Plans and permits for this service line repair work were completed, submitted, and approved by city staff. The property owner hired a contractor and repaired the sewer service line in compliance with current codes and regulations. Based on the completed work, this repair qualifies for the city’s special assessment program. The property owner has petitioned the city to authorize the sewer service line repair and special assess the cost of the repair. The total eligible cost of the repair has been determined to be $3,895.00.

Financial or budget considerations: The city has funds in place to finance the cost of this special assessment.

Strategic priority consideration: Not applicable.

Supporting documents: Resolution

Prepared by: Jay Hall, utility superintendent
Reviewed by: Mark Hanson, public works superintendent
  Emily Carr, assessing technician
  Cynthia S. Walsh, director of operations and recreation
Approved by: Tom Harmening, city manager
Resolution authorizing the special assessment for the repair of the sewer service line at 1440 Kilmer Avenue, St. Louis Park, MN
P.I.D. 01-117-22-41-0112

Whereas, the property owner at 1440 Kilmer Avenue, has petitioned the City of St. Louis Park to authorize a special assessment for the repair of the sewer service line for the single family residence located at 1440 Kilmer Avenue; and

Whereas, the property owner has agreed to waive the right to a public hearing, right of notice and right of appeal pursuant to Minnesota Statute, Chapter 429; and

Whereas, the City Council of the City of St. Louis Park has received a report from the Utility Superintendent related to the repair of the sewer service line.

Now therefore be it resolved by the City Council of the City of St. Louis Park, Minnesota, that:

1. The petition from the property owner requesting the approval and special assessment for the sewer service line repair is hereby accepted.

2. The sewer service line repair that was done in conformance with the plans and specifications approved by the Operations and Recreation Department and Department of Inspections is hereby accepted.

3. The total cost for the repair of the sewer service line is accepted at $3,895.

4. The property owner has agreed to waive the right to a public hearing, notice and appeal from the special assessment; whether provided by Minnesota Statutes, Chapter 429, or by other statutes, or by ordinance, City Charter, the constitution, or common law.

5. The property owner has agreed to pay the city for the total cost of the above improvements through a special assessment over a ten (10) year period at the interest rate of 3.50%.

6. The property owner has executed an agreement with the city and all other documents necessary to implement the repair of the sewer service line and the special assessment of all costs associated therewith.

Reviewed for administration:                  Adopted by the City Council August 17, 2020
Thomas K. Harmening, city manager              Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Executive summary

Title: TS 732 – Authorize a loading zone on 36th Street

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is Categorized as Time-Sensitive**
- Motion to adopt Resolution to authorize a loading zone on 36th Street adjacent to The Elmwood.

Policy consideration: Does the city council support designating a loading zone along 36th Street to provide for a location for vehicles to drop off and pick up people and goods for The Elmwood?

Summary: The Elmwood is an upcoming active senior living development located at the intersection of 36th Street and Xenwood Avenue. An unexpected and incorrect transformer installation from Xcel Energy requires a change to a planned loading zone for the building.

Engineering and planning staff as well as the traffic committee recommend that the loading zone be relocated from Xenwood Avenue to 36th Street. The new configuration would repurpose two parking spots (out of nine) in the parking bay into a loading zone from 7 a.m. – 7 p.m. Outside of these hours, the spaces are open for parking. This relocation also removes the Xenwood Avenue parking bay, increasing the boulevard space on the west side of the building and allowing room for boulevard trees.

The loading zone can remain on Xenwood Avenue, but there are additional impacts to maintain an accessible and appealing pedestrian walkway. A loading zone on Xenwood Avenue narrows the planned sidewalk, narrows the parking bay, and has negative impacts to the striping and intersection operations.

Financial or budget considerations: Not applicable. The changes will be paid for by the developer.

Strategic priority consideration: St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely and reliably.

Supporting documents: Discussion
- Site plan
- Resolution
- March 6, 2017 council action (p. 114)
- Sept. 18, 2017 council action (p. 137)

Prepared by: Ben Manibog, transportation engineer
Reviewed by: Debra Heiser, engineering director
Approved by: Tom Harmening, city manager
Discussion

**Background:** The Elmwood is an upcoming active senior living development located at the intersection of 36th Street and Xenwood Avenue. The Elmwood Planned Unit Development (PUD) was approved by council on March 6, 2017. The Elmwood PUD had a major amendment approved by council on Sept. 18, 2017, which reduced the size of the project. Please refer to the attached council reports for more information about the PUD.

During the construction of The Elmwood, Xcel Energy installed a transformer incorrectly in the public right of way, which partially blocks the future sidewalk on Xenwood Avenue. See the attached site plan for reference. Xcel Energy did not follow the installation plans, which called for the transformer to be on The Elmwood’s property due to required building shoring for construction purposes. Because of Xcel’s slow response to The Elmwood’s initial utility relocations, which delayed the project for at least a year, staff does not want to rely on another Xcel utility relocation risking further delay.

The Xenwood Avenue side of the building was planned to have a 6-foot wide sidewalk with a loading zone for deliveries and for tenants to use when moving. The installed transformer narrows the planned walkway to a 4-foot sidewalk and impedes on the parking bay. This situation leaves two mitigation options: moving the loading zone to 36th Street or keeping the loading zone on Xenwood Avenue with additional impacts.

**36th Street option:** Engineering and planning staff recommend that the loading zone be relocated to 36th Street.

The new configuration would repurpose two of the nine spaces in the planned parking bay for a loading zone from 7 a.m. – 7 p.m. Outside of those hours, the two parking spaces are open for all parking. The two easternmost spaces will be switched to the loading zone to best serve front door deliveries and residents moving in or out.

Relocating the loading zone to 36th Street also allows the removal of the Xenwood parking bay. This would increase the boulevard space on the west side of the building and allow for boulevard trees.

**Xenwood Avenue option:** The loading zone can remain on Xenwood Avenue, but there are additional impacts associated with maintaining an accessible and appealing pedestrian walkway.

To allow for a minimum 5-foot sidewalk (narrower than planned) between the building, transformer, and parking bay, everything in the right of way must be shifted at least two feet to the west. The parking bay must also be narrowed to 7 feet (from 8 feet). This shift would also affect the striping and driving experience at the 36th Street and Xenwood Avenue intersection as it increases its skew for north and southbound traffic. In other words, the westward shift of the parking bay pushes the south intersection approach further west, making crossing the intersection more difficult.

The traffic committee reviewed both mitigation options and recommends that the loading zone be relocated to 36th Street as detailed above.

**Schedule:** The Elmwood remains under construction. They are expected to open in October 2020.
Resolution No. 20-____

Authorize a loading zone on 36th Street

Whereas, the location of an installed transformer necessitated the relocation of a loading zone; and,

Whereas, relocating said loading zone from Xenwood Avenue to 36th Street was recommended by engineering and planning staff; and,

Whereas, relocating the loading zone to 36th Street was recommended by the traffic committee; and,

Whereas, the loading zone spaces were placed on the easternmost spots to be in close proximity to the main entrance of The Elmwood; and,

Whereas, St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely, and reliably.

Now therefore be it resolved by the City Council of the City of St. Louis Park, Minnesota, that the engineering director is hereby authorized to:

1. Establish a loading zone on the south side of 36th Street from 250 feet east of the east right of way line of Xenwood Avenue to 300 feet east of the east right of way line of Xenwood Avenue.

Reviewed for administration:  Adopted by the City Council Aug. 17, 2020

Thomas K. Harmening, city manager  Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Executive summary

Title: TS 733 – Removal of permit parking restrictions at 2600 Raleigh Avenue

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is Categorized as Time-Sensitive**
- Motion to adopt Resolution rescinding Resolution 19-087, removing permit parking restrictions at 2600 Raleigh Avenue

Policy consideration: The installation and removal of parking restrictions is allowed per the city’s established regulatory authority.

Summary: In our annual check-in with residents who use medical needs parking permits, staff were informed that the permitted spaces are no longer needed.

The parking was installed in Aug. 2019 under the city’s medical needs permit parking ordinance (Sec. 30-160) through traffic study 703 (attached).

Engineering staff reviewed this request and recommends the removal of the permit parking.

Financial or budget considerations: The cost of enacting these controls is minimal and will come out of the general operating budget.

Strategic priority consideration: St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely and reliably.

Supporting documents: Resolution

Traffic study 703 (pp. 90 - 92)
Resolution 19-087 – to be rescinded
Location map

Prepared by: Ben Manibog, transportation engineer
Reviewed by: Debra Heiser, engineering director
Approved by: Tom Harmening, city manager
Resolution No. 20-____

Removal of permit parking restrictions at 2600 Raleigh Avenue

Whereas, the City of St. Louis Park received confirmation that the permit parking restrictions at 2600 Raleigh Avenue were no longer needed; and,

Whereas, the permit parking was installed under the city’s medical needs permit parking ordinance (Sec. 30-160) through traffic study 733; and,

Whereas, engineering staff has reviewed this and recommended the removal of said permit parking at 2600 Raleigh Avenue; and,

Whereas, St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely, and reliably.

Now therefore be it resolved by the City Council of the City of St. Louis Park, Minnesota, that Resolution 19-087 be rescinded.

Reviewed for administration: Adopted by the City Council Aug. 17, 2020

Thomas K. Harmening, city manager Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
**Executive summary**

**Title:** Public hearing - vacation for a portion of 14th Street east of Colorado Ave, west of the railroad

**Recommended action:** **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**

- Mayor to open the public hearing, take testimony, and then close the public hearing. The recommended action to vacate the right-of-way is included later in the meeting under agenda item 8a.

**Policy consideration:** Is the right-of-way needed for public purposes?

**Summary:** The Davis Group requests a vacation of a portion of the 14th Street West right-of-way located east of Colorado Avenue and west of the railroad tracks.

This request is associated with several other applications regarding the proposed Xchange Medical Office building at 6009 Wayzata Blvd. For more context about the redevelopment, as well as the proposed ordinance and action to vacate the right-of-way, please refer to city council agenda item 8a.

14th Street West currently dead ends at the development site. There are no utilities in the right-of-way and the city would retain 25 feet past the existing driveways to accommodate snow storage. There is no public purpose to retaining the right-of-way requested to be vacated, and city staff supports the request.

The property owner of Thermetic Products Inc., located at 1405 Colorado Ave. S., contacted staff on August 10, 2020 and said they do not oppose the vacation.

**Financial or budget considerations:** None.

**Strategic priority consideration:** Not applicable.

**Supporting documents:** Right-of-way vacation exhibit

**Prepared by:** Jennifer Monson, senior planner

**Reviewed by:** Sean Walther, planning and zoning supervisor  
Karen Barton, community development director

**Approved by:** Tom Harmening, city manager
City council meeting of August 17, 2020 (Item No. 6a)
Title: Public hearing - vacation for a portion of 14th Street east of Colorado Ave, west of the railroad

Right-of-way vacation exhibit:
Executive summary

Title: Medical office building - 6009 Wayzata Blvd.

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**
- Motion to approve First Reading of Ordinance vacating portions of 14th Street east of Colorado Avenue west of the railroad and set the Second Reading of the Ordinance for September 5, 2020 *(requires 5 affirmative votes)*; and
- Motion to adopt Resolution approving the preliminary and final plat for Xchange Addition *(requires 4 affirmative votes)*; and
- Motion to adopt Resolution approving the conditional use permit (CUP) for excavation of more than 400 cubic yards of fill; and
- Motion to adopt Resolution approving the variance for a reduction of 25 parking spaces.

Policy consideration: Does the project meet the requirements for a preliminary and final plat, a conditional use permit (CUP) and variance? Is the council supportive of vacating a portion of 14th Street?

Summary: The Davis Group requests a vacation of a portion of 14th Street, a preliminary and final plat to combine four parcels into one, a conditional use permit to remove more than 400 cubic yards of fill, and a variance of 25 parking spaces in order to redevelop the site and construct a 77,500 square foot, 3-story medical office building at 6009 Wayzata Blvd. The development includes 324 surface parking spaces, 51 underground spaces, and proof of parking for 20 spaces for a total of 324 parking spaces.

A virtual neighborhood meeting was held on June 23, 2020 and three people attended. Questions were asked about haul routes and sustainability. No major concerns were raised.

The planning commission held a public hearing on August 5, 2020 and no members of the public spoke. The commission voted 6 to 0 to recommend approval of the plat, CUP and variance. The park and recreation advisory board met August 12, 2020 and recommended approval of accepting cash-in-lieu of land for park dedication.

Financial or budget considerations: Not applicable.

Strategic priority consideration: Not applicable.

Supporting documents: Discussion; Aerial of project site; Vacation ordinance; Preliminary and final plat resolution; CUP resolution; Variance resolution; Development plans

Prepared by: Jennifer Monson, senior planner
Reviewed by: Sean Walther, planning and zoning supervisor
Karen Barton, community development director
Approved by: Tom Harmening, city manager
Discussion

Background: The proposed development site is a combination of four separate lots with existing one and two-story office/industrial buildings on the south side of Wayzata Boulevard, situated between Colorado Avenue and railroad right-of-way. All the existing buildings and parking lots will be demolished. There is an existing billboard on the northwest portion of the site which will remain in place and the cell tower antennae will be moved to the new building.

Present considerations: The Davis Group requests a vacation for a portion of 14th Street east of Colorado Avenue, a preliminary and final plat to combine four parcels into one, a conditional use permit to remove more than 400 cubic yards of fill, and a variance of 25 parking spaces in order to redevelop the site and construct a 77,500 square foot, 3-story medical office building at 6009 Wayzata Blvd.

The site is guided OFC – office in the 2040 Comprehensive Plan and is zoned O – office. The site is located within the Travel Demand Management overlay zoning district B, and a portion of the site is located with the Floodplain overlay zoning district.

Medical office buildings are permitted in the O – office zoning district, however, additional approvals are required for the proposed development. The development requires a preliminary and final plat to combine four parcels into one lot, a conditional use permit to export more than 400 cubic yards of fill from the site and a variance of 25 parking spaces. The applicant also seeks a right-of-way vacation for a portion of 14th Street West that currently dead ends at the site.

The site is located within the Travel Demand Management (TDM) Overlay Zone B. The TDM requirements are not applicable to the proposed development since the development does not meet the density threshold in the code to require a TDM plan (floor area ratio greater than 0.6).

A portion of the site is located within the Federal Emergency Management Agency (FEMA) Floodzone A. Floodzone A, is a portion of the 100-year floodplain and FEMA’s flood map delineations are not precise. Floodzone A requires local jurisdictions to use the best available data to determine the base flood elevation for an area. The city hired engineering consultant, RESPEC, to re-evaluate the city’s hydrology and hydraulic model for flood elevations and conditions in this area. They determined that the base flood elevation in this area is 876 feet above sea level. The building itself would be outside of the floodzone. Compensatory flood storage is required onsite for portions of the site that are below the base flood elevation. The Bassett Creek Watershed District and the Minnesota Department of Natural Resources (DNR) reviewed the plans and find they comply with their regulations as well as the city’s floodplain code and stormwater requirements.

The site meets or exceeds nearly all zoning requirements of the office zoning district including setbacks, height, architectural design, lighting, new landscaping, bicycle parking, and electric vehicle charging stations.

Landscaping: There are many large existing trees on the development site. City code requires replacing 626 caliper inches of those trees. There is not adequate space to plant that many new trees on the site, therefore, the developer will be required to pay $44,870 into the city’s tree fund to replace 320.5 caliper inches of trees elsewhere in the city. The landscape plan proposes
to plant more trees than otherwise required by the city’s landscape code based on the size of the lot and building.

**Parking:** A surface parking lot is provided west and south of the building to accommodate 253 parking spaces and 51 spaces are provided underground. At staff’s request, the developer agreed to construct a smaller parking lot and provide proof of parking for 20 spaces. This provides a greater buffer between the office development and the residential use to the south and reduces the amount of impervious surface until the additional parking is needed. Per zoning code, a parking discount of 10% can be applied to the development due to the proximity of Metro Transit’s Route 645 bus route that travels from Mound to downtown Minneapolis. The zoning code requires 349 off-street parking spaces. Due to narrow right-of-way along Colorado Avenue and planned bikeway on Wayzata Boulevard, the city does not recommend utilizing on-street parking adjacent to the site to satisfy the minimum parking requirements. The developer requests a variance of 25 parking spaces. Staff’s analysis of the variance is found later in the report.

**Sustainability features:** The development is not subject to the city’s green building policy, but has many sustainable features, including an enhanced bus stop to encourage transit ridership by staff and patients to reduce dependence on single-occupancy vehicles, the building envelope design exceeds the Minnesota Energy Code by at least 15% reducing the amount of energy needed to heat and cool the building interior, reduced parking area via the proof of parking, partial green roofs to slow rainwater runoff and enhance views, electrical charging stations and bicycle parking facilities for patients and staff, an interior living wall feature to improve indoor air quality, abundant natural lighting within the building and many lobby spaces both indoors and out for social distancing, and installation of handsfree faucets, hand dryers, and toilet room power door activation to reduce water consumption and reduce touch points and transmission of germs. In addition, a feasibility study for installation of solar panels on the building’s roof is currently being conducted.

**Right of way vacation:** The applicant requests a vacation of 3,240 square feet of 14th Street, east of Colorado Avenue. Staff is supportive of vacating the requested right-of-way, as it is not needed to serve any current or future public purpose.

**Preliminary and final plat:** The Davis Group request a preliminary and final plat to combine four lots into one lot.

**Lots:** The plat proposal will create one lot. Lot 1, Block 1, Xchange Addition will have a lot area of 4.51 acres or 196,409 square feet.

**Right-of-way dedication:** The plat dedicates five feet of right-of-way along Colorado Avenue and varying widths of right-of-way along Wayzata Boulevard totaling 0.14 acres or 6,434 square feet.

**Easements:** The plat provides drainage and utility easements along all property lines per city code, including ten feet wide easements along public right-of-way and five feet wide easements along internal property lines.
Park dedication: The park and recreation advisory commission reviewed the park dedication for the proposed development on August 12, 2020. No new parks are designated for this area in the Comprehensive Plan; therefore, the commission recommends cash-in-lieu of land.

Most of the property has been previously platted. Park dedication fees should only be collected for portions of land that are a part of the previously vacated 14th Street (13,725 square feet), and the portions of 14th Street for which the applicant requests further vacation (3,240 square feet). This land is unplatted and no park dedication fees have been paid.

The assessed unimproved land value of the unplatted land is $412,079.85 per the St. Louis Park Tax Assessor. The commercial/industrial fee is 5% average assessed value of the properties. Therefore, the total park dedication fees recommended for the Xchange Medical Office development as proposed total $20,603.99.

Staff find the preliminary and final plat meet the city requirements.

Conditional use permit zoning analysis: A conditional use permit is required for more than 400 cubic yards of fill to be imported to a property.

The contractors for the development anticipate the export/import of materials to balance the grading of the site will take approximately 10 days and will include around 500 truckloads of material. The haul route will include Wayzata Boulevard to Louisiana Avenue to Interstate 394 to various locations outside of the city. The site will be accessed primarily from Wayzata Boulevard, but trucks may also need to utilize Colorado Avenue for some of this work.

The office development must meet certain general review requirements for conditional use permits to be approved per city code. Those requirements, the staff and planning commission findings in support of the request, and recommended conditions of approval are outlined in detail in the conditional use permit resolution of approval attached at the end of this report.

Variances: The applicant requests a variance of 25 parking spaces, in part because the city will not allow the developer to utilize on-street parking along Wayzata Boulevard or Colorado Avenue toward their parking requirements because the streets and rights-of-way are narrower than city standards and due to planned bikeways. In addition, the city’s parking code is written as a one-size fits all for medical office uses, unlike other office uses in the parking code which recognizes efficiencies of scale of parking (less parking is required on a square foot basis) for larger buildings. City code requires 5 spaces per every 1,000 square feet of building for medical office uses.

The steps the applicant is taking to provide for alternative modes to single occupancy vehicle travel, including patient drop-off, an enhanced bus stop facility and bicycle parking can all reduce the parking demand and help to support a further reduction in the parking requirement.

The applicant has also provided several examples of other similar medical office projects in the metro area where the cities required less parking than their code. Even with the parking reductions, in all instances more parking is provided than necessary when the building is fully leased and operational. Examples provided include the Hazelwood Medical Building in
Maplewood (4.4 spaces per 1,000 square feet.), North Memorial in Minnetonka (4.5 spaces per 1,000 square feet), and the Helene Houle Medical Building in Vadnais Heights (4.8 spaces per 1,000 square feet). In the proposed development the entire third floor will be dedicated to a surgery suite, which requires significantly less parking than other medical uses.

In addition, staff research of other metro suburban communities and research and recommendations from the Institute of Transportation Engineers demonstrate the need to require less parking for medical office buildings than what is required by city code.

There are certain general review requirements for variances to be approved per city code. Those requirements are outlined in detail in the variance resolution of approval attached at the end of this report. Staff and the planning commission findings support granting the requested variance. The conditions of approval are also in the draft resolution. Any future changes to the building that expand the gross floor area of the building for a use with the same or more higher parking requirements cannot be approved without planning commission and city council review and approval.

**Neighborhood meeting:** A virtual neighborhood meeting was held on July 23, 2020. Invitations were mailed to all property owners and residents within 500 feet of the development site. Notices were also posted on NextDoor and on the city’s website. Three people attended the virtual meeting, and questions were asked about site entrances and exits, and travel routes for the hauling of materials. People also asked questions about the development’s sustainable features.

**Planning commission:** The planning commission held a public hearing on August 5, 2020 and no members of the public spoke. The commission voted 6 to 0 to recommend approval of the plat, CUP, and variance.

**Next steps:** Assuming the first reading is approved, the City council is scheduled to hold a second reading of an Ordinance on September 8, 2020 regarding the right-of-way vacation.

**Recommendations:** Staff recommends approval of the first reading of the right-of-way vacation Ordinance, the preliminary and final plat, the conditional use permit, and variance all subject to the conditions recommended in the resolutions.
Aerial of the project site
Ordinance No. _____-20

An ordinance vacating public right-of-way

Portions of 14th Street located south of Wayzata Boulevard between Colorado Avenue and the railroad right-of-way

The City of St. Louis Park does ordain:

Section 1. The petition to vacate the alley right-of-way was initiated by Patrick Giordana on behalf of The Davis Group. SLP Investment Partners LLC C/O The Davis Group, is the owner of the majority of all properties abutting upon both sides of the right-of-way proposed to be vacated. The notice of said petition has been published in the St. Louis Park Sun Sailor on August 6, 2020, and the City Council has conducted a public hearing upon said petition and has determined that the right-of-way is not needed for public purposes, and that it is for the best interest of the public that said right-of-way be vacated.

Section 2. The following described right-of-way as now dedicated and laid out within the corporate limits of the City of St. Louis Park, is vacated:

That part of the north half of West 14th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying westerly of the southerly extension of the west line of Lot 23, Block 1, said JOHN A. JOHNSONS ADDITION and lying easterly, northerly and easterly of a line beginning at the northwest corner of Lot 4, Block 4, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, along the northerly extension of the west line of said Lot 4, a distance of 9.02 feet; thence North 89 degrees 36 minutes 00 seconds East 21.48 feet; thence North 00 degrees 24 minutes 00 seconds West 40.00 feet; thence South 89 degrees 36 minutes 00 seconds West 19.70 feet to said northerly extension of the west line of Lot 4; thence North 02 degrees 08 minutes 52 seconds East, along said northerly extension of the west line of Lot 4, a distance of 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

And

That part of south half of West 14th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying easterly of a line perpendicular to the center line of said West 14th Street which passes through the northwest corner of Lot 3, Block 4, said JOHN A. JOHNSONS ADDITION and lying easterly, southerly and easterly of a line beginning at the northwest corner of Lot 4, Block 4, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, along the northerly extension of the west line of said Lot 4, a distance of 9.02 feet; thence North 89 degrees 36 minutes 00 seconds East 21.48 feet; thence North 00 degrees 24 minutes 00 seconds West 40.00 feet;
thence South 89 degrees 36 minutes 00 seconds West 19.70 feet to said northerly extension of the west line of Lot 4; thence North 02 degrees 08 minutes 52 seconds East, along said northerly extension of the west line of Lot 4, a distance of 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

Section 3. The City Clerk is instructed to record certified copies of this ordinance in the Office of the Hennepin County Register of Deeds or Registrar of Titles as the case may be.

Section 4. This ordinance shall take effect 15 days after publication

<table>
<thead>
<tr>
<th>First reading</th>
<th>August 17, 2020</th>
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<tr>
<td>Second reading</td>
<td>September 8, 2020</td>
</tr>
<tr>
<td>Date of publication</td>
<td>September 17, 2020</td>
</tr>
<tr>
<td>Date ordinance takes effect</td>
<td>October 2, 2020</td>
</tr>
</tbody>
</table>

Reviewed for administration:  
Adopted by the City Council Sept. 8, 2020

Thomas K. Harmening, city manager  
Jake Spano, mayor

Attest:  
Approved as to form and execution:

Melissa Kennedy, city clerk  
Soren Mattick, city attorney
Right of way vacation exhibit:

EXHIBIT

Right of Way Vacation Description
July 27, 2020

That part of the north half of West 14th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying westerly of the southerly extension of the west line of Lot 23, Block 1, said JOHN A. JOHNSONS ADDITION and lying easterly of a line beginning at the northwest corner of Lot 4, Block 4, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, along the northerly extension of the west line of said Lot 4, a distance of 9.02 feet; thence North 89 degrees 36 minutes 00 seconds East 21.48 feet; thence North 00 degrees 24 minutes 00 seconds West 40.00 feet; thence South 89 degrees 36 minutes 00 seconds West 19.70 feet to said northerly extension of the west line of Lot 4; thence North 02 degrees 08 minutes 52 seconds East, along said northerly extension of the west line of Lot 4, a distance of 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

And

That part of south half of West 14th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying easterly of a line perpendicular to the center line of said West 14th Street which passes through the northwest corner of Lot 3, Block 4, said JOHN A. JOHNSONS ADDITION and lying easterly, southerly and easterly of a line beginning at the northwest corner of Lot 4, Block 4, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, along the northerly extension of the west line of said Lot 4, a distance of 9.02 feet; thence North 89 degrees 36 minutes 00 seconds East 21.48 feet; thence North 00 degrees 24 minutes 00 seconds West 40.00 feet; thence South 89 degrees 36 minutes 00 seconds West 19.70 feet to said northerly extension of the west line of Lot 4; thence North 02 degrees 08 minutes 52 seconds East, along said northerly extension of the west line of Lot 4, a distance of 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

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

Max L. Stanislawski - PLS
License No. 48988
Date 07/27/20

LOUCKS
Loucks Project No. 15240
Sheet 1 of 2 Sheets
Resolution No. 20-____

Resolution approving preliminary and final plat of Xchange Addition 6009 Wayzata Boulevard, 1341 Colorado Avenue S., 1345 Colorado Avenue. S., 6112 14th Street West

Whereas, Patrick Giordana on behalf of SLP Investment Partners LLC C/O The Davis Group, owner of land proposed to be platted as Xchange has submitted an application for approval of preliminary and final plat in the manner required for plating of land under the St. Louis Park Ordinance Code, and all proceedings have been duly had thereunder; and

Whereas, the proposed preliminary and final plat has been found to be in all respects consistent with the Comprehensive Plan and the regulations and requirements of the laws of the State of Minnesota and the ordinances of the City of St. Louis Park; and

Whereas, the proposed plat is situated upon lands in Hennepin County, Minnesota, legally described in “Exhibit A” attached hereto.

Now therefore be it resolved the proposed preliminary and final plat of Xchange is hereby approved and accepted by the City as being in accord and conformity with all ordinances, City plans and regulations of the City of St. Louis Park and the laws of the State of Minnesota, provided, however, that this approval is made subject to the opinion of the City Attorney and Certification by the City Clerk and subject to the following conditions:

1. City council approval of an associated request to vacate a portion of 14th Street West road right-of-way is required (Case No. 20-12-VAC).

2. The site shall be developed, used and maintained in accordance with the conditions of this ordinance, approved Official Exhibits, and City Code.

3. All utility service structures shall be buried. If any utility service structure cannot be buried (i.e. electric transformer), it shall be integrated into the building design and 100% screened from off-site with materials consistent with the primary façade materials.

4. Prior to the City signing and releasing the final plat to the developer for filing with Hennepin County:
   a. A financial security in the form of a cash escrow or letter of credit in the amount of $1,000 shall be submitted to the city to ensure that a signed Mylar copy of the final plat is provided to the city.
   b. A Planning Development Contract shall be executed between the city and developer that addresses, at a minimum:
      i. The installation of all public improvements including, but not limited to sidewalks, boulevards, and the execution of necessary easements related to such improvements.
      ii. A performance guarantee in the form of cash escrow or irrevocable letter of credit shall be provided to the City of St. Louis Park in the amount of
1.25 times the estimated costs for the installation of all public improvements (sidewalks and boulevards), placement of iron monuments at property corners, and the private site stormwater management system and landscaping.

iii. Proof of parking exhibit and requirements for when the parking shall be constructed.

iv. The cost of replacement trees calculated on a per caliper inch, totaling $44,870.00.

v. The applicant shall reimburse City Attorney’s fees in drafting/reviewing such documents as required in the final plat approval.

vi. The Mayor and City Manager are authorized to execute the Planning Development Contract.

c. Assent Form and Official Exhibits shall be signed by the applicant and property owner.

5. Prior to starting any land disturbing activities, the following conditions shall be met:
   a. The developer shall pay to the city the park dedication fee of $20,603.99 based on the park dedication fee for commercial and industrial uses for the portions of previously unplatted land.
   b. Proof of recording the final plat shall be submitted to the City.
   c. Assent Form and Official Exhibits shall be signed by the applicant and property owner.
   d. A preconstruction meeting shall be held with the appropriate development, construction, private utility, and city representatives.
   e. All necessary permits shall be obtained.
   f. A performance guarantee in the form of cash escrow or irrevocable letter of credit shall be provided to the City of St. Louis Park in the amount of 125% of the cost for all public improvements (street, sidewalks, boulevards, utility, etc.) and landscaping.

6. The on-site underground storm water management systems shall be privately-owned and privately maintained. Access to the system shall be provided to the city for clean-out and inspection purposes when warranted.

7. The developer or owner shall pay an administrative fee of $750 per violation of any condition of this approval.

**It is further resolved** The City Clerk is hereby directed to supply two certified copies of this Resolution to the above-named owner and subdivider, who is the applicant herein.
The Mayor and City Manager are hereby authorized to execute all contracts required herein, and the City Clerk is hereby directed to execute the certificate of approval on behalf of the City Council upon the said plat when all of the conditions set forth have been fulfilled.

Such execution of the certificate upon said plat by the City Clerk, as required under Section 26-123(1)j of the St. Louis Park Ordinance Code, shall be conclusive showing of proper compliance
therewith by the subdivider and City officials charged with duties above described and shall entitle such plat to be placed on record forthwith without further formality.

The City Clerk is instructed to record certified copies of this resolution in the Office of the Hennepin County Register of Deeds or Registrar of Titles as the case may be.

Reviewed for administration:  

Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager  

Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
EXHIBIT “A”

LEGAL DESCRIPTIONS

Lots 25 and 26, Block 1 except that part taken by State Highway No. 12,

All that part of Lots 27 and 28, Block 1 lying Northwesterly of a line drawn parallel to and 20 feet Westerly (measured at right angles) from the Southeasterly line of said Lots, except that part taken by State Highway No. 12, and that portion of the Northerly 1/2 of 14th Street, now vacated, lying between the extensions across it of the West line of said Lot 25 and a line drawn parallel to and 20 feet Northwesterly from the Southeasterly line of said Lot 27;

Lots 1 and 2, Block 4, and that portion of the Southerly 1/2 of 14th Street, now vacated, lying between extensions across it of the West line of said Lot 1 herein described and the Southeasterly line of said Lot 1, "John A. Johnsons Addition";

That part of vacated West 14th Street, dedicated in the plat of "John A. Johnsons Addition" as Mount Curve Ave., lying Southerly of the centerline of said West 14th Street and between the Northerly extension across it of the Westerly line of Lot 1, Block 4, said addition and a line perpendicular to the centerline of said West 14th Street which passes through the Northwest corner of Lot 3, Block 4, said addition.

TORRENS PROPERTY
Certificate of Title No. 813854

Lots 16, 17, 18, 19 and 20, Block 1, "John A. Johnsons Addition", except that part of Lot 16 which lies Northerly of a line drawn parallel with and distant 25 feet Southerly of Line 1 described below: Line 1: Beginning at a point on the West line of Section 4, Township 117, Range 21, distant 178.68 feet South of the West Quarter corner thereof; thence Easterly at an angle of 101 degrees 53 minutes 14 seconds from said West section line (measured from North to East) a distance of 244.62 feet; thence deflect to the left on a tangential curve having a radius of 3274.04 feet and a delta angle of 06 degrees 34 minutes 40 seconds a distance of 375.87 feet and there terminating, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

TORRENS PROPERTY
Certificate of Title No. 1098633

Lots 23 and 24, Block 1, John A. Johnson's Addition; and

Lots 3 and 4, except the South 125 feet thereof, Block 4, John A. Johnson's Addition; and

That part of Lot 22, Block 1, John A. Johnson's Addition described as follows: Beginning at the intersection of the East line of said Lot 22 with Minnesota State Highway No. 12; thence South on said line 120 feet; thence West to a point in the West line of said Lot 22, which is 120 feet
South of the intersection of the West line of said Lot 22 with State Highway No. 12; thence North on said West line of said Lot 22, 120 feet to the intersection with State Highway No. 12; thence East to the point of beginning.

That part of vacated 14th Street, dedicated in the plat of "John A. Johnsons Addition" as Mount Curve Ave., lying Northerly of the centerline of said West 14th Street and between the Southerly extensions across it of the Westerly line of Lot 23, Block 1, said Addition and the Easterly line of Lot 24, Block 1, said Addition.

That part of Lot 22, Block 1, "John A. Johnsons Addition", lying Southerly of a line drawn from a point on the East line of said lot distant 120 feet South, measured along said line, from the intersection of the East line of said lot with the Minnesota State Highway No. 12 to a point on the West line of said lot which is 120 feet South of the intersection of said West line with State Highway No. 12, Hennepin County, Minnesota.

That part of the north half of West 14th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying westerly of the southerly extension of the west line of Lot 23, Block 1, said JOHN A. JOHNSONS ADDITION and lying easterly, northerly and easterly of a line beginning at the northwest corner of Lot 4, Block 4, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, along the northerly extension of the west line of said Lot 4, a distance of 9.02 feet; thence North 89 degrees 36 minutes 00 seconds East 21.48 feet; thence North 00 degrees 24 minutes 00 seconds West 40.00 feet; thence South 89 degrees 36 minutes 00 seconds West 19.70 feet to said northerly extension of the west line of Lot 4; thence North 02 degrees 08 minutes 52 seconds East, along said northerly extension of the west line of Lot 4, a distance of 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

That part of south half of West 14th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying easterly of a line perpendicular to the center line of said West 14th Street which passes through the northwest corner of Lot 3, Block 4, said JOHN A. JOHNSONS ADDITION and lying easterly, southerly and easterly of a line beginning at the northwest corner of Lot 4, Block 4, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, along the northerly extension of the west line of said Lot 4, a distance of 9.02 feet; thence North 89 degrees 36 minutes 00 seconds East 21.48 feet; thence North 00 degrees 24 minutes 00 seconds West 40.00 feet; thence South 89 degrees 36 minutes 00 seconds West 19.70 feet to said northerly extension of the west line of Lot 4; thence North 02 degrees 08 minutes 52 seconds East, along said northerly extension of the west line of Lot 4, a distance of 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

Lot 21, Block 1, John A. Johnson's Addition.
Resolution No. 20-____

Resolution approving a conditional use permit for 6009 Wayzata Boulevard, 1341 Colorado Avenue S., 1345 Colorado Avenue S., 6112 14th Street West to export more than 400 cubic yards of fill to construct a 77,500 square foot medical office building

Whereas, Patrick Giordana on behalf of SLP Investment Partners LLC C/O The Davis Group, applied for a conditional use permit for the purpose of excavating more than 400 cubic yards of fill to construct a new 77,500 square foot medical office building at 6009 Wayzata Boulevard, 1341 Colorado Avenue S., 1345 Colorado Avenue S., 6112 14th Street West; the property is legally described as follows, to-wit:

Lot 1, Block 1, XCHANGE, Hennepin County, Minnesota

Whereas, the property is guided OFC – Office in the 2040 Comprehensive Plan future land use map; and

Whereas, the property is located in the O – Office zoning district, the Travel Demand Management zoning overlay district B, and the Floodplain Overlay zoning district; and

Whereas, a medical office building is a permitted use in the office zoning district, and

Whereas, the proposed building is outside of the floodplain and does not meet the required thresholds for travel demand management mitigation; and

Whereas, the city council has considered the advice and recommendations of the planning commission (20-11-CUP) and has determined that the construction of the building will not be detrimental to the health, safety, or welfare of the community, is consistent with the Comprehensive Plan, and compliant with the intent of the Zoning Ordinance; and

Whereas, the use will not have undue adverse impacts on the use and enjoyment of properties, existing and anticipated traffic conditions, parking facilities on adjacent streets, and values of properties in close proximity to the conditional use; and

Whereas, the use will not have undue adverse impacts of governmental facilities, services or improvements that are existing or proposed, and the use is consistent with city utility plans; and

Whereas, the site is consistent with the design and other requirements of the site and landscape plans, which have been prepared by the direction of a professional landscape architect or civil engineer registered in the state and adopted as part of the conditions imposed on the use by the city council; and
Whereas, the contents of the Planning Case File 20-11-CUP are hereby entered into and made part of the public hearing record and record of decision for this case; and

Whereas, the site is developed, used, and maintained in conformance with Official Exhibits and required permits are obtained prior to construction.

Now therefore be it resolved, that the St. Louis Park City Council hereby approves a Conditional Use Permit for SLP Investment Partners LLC C/L The Davis Group to construct a medical office building that requires the export of more than 400 cubic yards of soil at 6009 Wayzata Boulevard, 1341 Colorado Avenue S., 1345 Colorado Avenue S., 6112 14th Street West, subject to the following conditions:

1. The site shall be developed, used and maintained in accordance with the conditions of this ordinance, approved official exhibits and city code.
2. Construction and staging information will be provided to staff for review and approval before building permits are issued.
3. All new utility service structures shall be buried.
4. Prior to starting any land disturbing activities, the following conditions shall be met:
   a. The developer shall sign the city's assent form and the official exhibits.
   b. A preconstruction meeting shall be held with the appropriate development, construction, private utility, and city representatives.
   c. All necessary permits shall be obtained.
5. Prior to issuance of building permits, the following conditions shall be met:
   a. The developer shall sign the city's assent form and the official exhibits.
   b. Final construction plans for all public improvements and private stormwater system shall be signed by a registered engineer and approved by the city Engineer.
   c. A performance guarantee in the form of cash escrow or irrevocable letter of credit shall be provided to the City of St. Louis Park in the amount of 1.25 times the estimated costs for the installation of all public improvements (sidewalks and boulevards), placement of iron monuments at property corners, and the private site stormwater management system and landscaping.
   d. An agreement regarding the proof of parking shall be executed between the City of St. Louis Park and the developer.
   e. The developer shall pay $44,870 tree replacement fee to the city.
6. The developer shall comply with the following conditions during construction:
   a. All city noise ordinances shall be complied with, including that there be no construction activity between the hours of 10 p.m. and 7 a.m. Monday through Friday, and between 10 p.m. and 9 a.m. on weekends and holidays.
   b. The site shall be kept free of dust and debris that could blow onto neighboring properties.
   c. Public streets shall be maintained free of dirt and shall be cleaned as necessary.
   d. The City shall be contacted a minimum of 72 hours prior to any work in a public street.
   e. Work in a public street shall take place only upon the determination by the city engineer (or designee) that appropriate safety measures have been taken to ensure motorist and pedestrian safety.
f. The developer shall install and maintain chain link security fencing that is at least six feet tall along the perimeter of the site. All gates and access points shall be locked during non-working hours.

g. Temporary electric power connections shall not adversely impact surrounding neighborhood service.

7. Prior to the issuance of any permanent certificate of occupancy permit the public improvements, private utilities, site landscaping and irrigation, and storm water management system shall be installed in accordance with the official exhibits.

8. Upon city approval of and acceptance of the public sidewalks, the developer shall provide a one-year warranty and cash escrow or letter of credit for 25% of the final construction costs of the public sidewalk.

9. In addition to any other remedies, the developer or owner shall pay an administrative fee of $750 per violation of any condition of this approval.

10. The conditional use permit shall be revoked and cancelled if the building or structure for which the conditional use permit is granted is removed.

The City Clerk is instructed to record certified copies of this resolution in the Office of the Hennepin County Register of Deeds or Registrar of Titles as the case may be.

Reviewed for administration:

Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager

Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
Resolution No. 20-____

A resolution granting variance a from Section 36-361(C)(3) of the zoning ordinance to allow 324 parking spaces instead of the required 349 parking spaces at 6009 Wayzata Boulevard, 1341 Colorado Avenue S., 1345 Colorado Avenue S., 6112 14th Street West

Whereas, Patrick Giordana on behalf of SLP Investment Partners LLC C/O The Davis Group, applied for a variance from the requirements of the Zoning Ordinance Section 36-361(C)(3) to allow provide 324 parking spaces instead of the required 349 parking spaces; and

Whereas, the property is located at 6009 Wayzata Boulevard, 1341 Colorado Avenue S., 1345 Colorado Avenue S., 6112 14th Street West; the property is legally described as follows, to-wit:

Lot 1, Block 1, XCHANGE, Hennepin County, Minnesota

Whereas, the property is located in the O – Office zoning district, the Travel Demand Management zoning overlay district B, and the Floodplain Overlay zoning district; and

Whereas, a medical office building is a permitted use in the office zoning district, and

Whereas, the proposed building is outside of the floodplain and does not meet the required thresholds for travel demand management mitigation; and

Whereas, the planning commission reviewed the application for variance Case No. 20-12-VAR on August 5, 2020; and

Findings

Whereas, the property is guided “Office” in the comprehensive plan, which allows medical office buildings.

Whereas, the city council has determined that the application meets the conditions for a medical office building in the O – Office zoning district.

Whereas, the variance is in harmony with the general purposes and intent of the Zoning Ordinance. The medical office building is located within the office zoning district and is surrounding by other office uses to the south and west.

Whereas, the variance is consistent with the comprehensive plan. It allows the construction of a medical office building, and redevelops four dated existing officing buildings into a class A office building.
Whereas, the streets surrounding the development site are too narrow to permit on-street parking to be counted toward the required parking for the development.

Whereas, the research from other local jurisdictions and the Institute of Transportation Engineers demonstrate a need for the city to require less parking than city code requires for medical office uses.

Whereas, the developer experience from other similarly sized medical office buildings in the metro area show a need to provide fewer parking spaces than required by city code.

Whereas, city staff worked with the developer to construct twenty fewer parking spaces on top of the variance request until such a time additional parking may be deemed necessary by either the city or the developer.

Whereas, the use of this property as a medical office building is consistent with and supportive of principles, goals, objectives, land use designations, redevelopment plans, neighborhood objectives, and implementation strategies of the comprehensive plan.

Whereas, the use is not detrimental to the health, safety, morals and general welfare of the community as a whole.

Whereas, the use is in harmony with the general purposes and intent of city code and the zoning district in which the use is located. The proposed plan, with staff recommended conditions of approval, will meet the zoning requirement for a new building in the office district including the proposed building, parking lot and site improvements.

Whereas, there are circumstances such as the shape, topography, water, conditions or other physical conditions unique to the property, including a portion of the site being located within FEMA Floodzone A which limits the location of any buildings on the site and how flood storage and compensatory flood storage is accommodated.

Whereas, the granting of the variance is necessary for the preservation and enjoyment of a substantial property right, as the applicant will be using the top floor of the building as a surgery center which requires less parking than typical medical office uses.

Whereas, the granting of the variance will not impair an adequate supply of light and air to adjacent properties, unreasonably increase congestion in the public streets or increase the danger of fire or endanger public safety, since the building is separated from adjacent properties by public streets, railroad right-of-way, and large setbacks. The development poses no threat of fire or public safety.

Whereas, there are practical difficulties in complying with the Zoning Ordinance. The request for the variance is due in part to the narrow right-of-way surrounding the site, and to the city’s one-size fits all parking requirement for medical office buildings. There is professional research, local examples of parking requirements, and existing medical offices in the metro area that demonstrate the need to require less parking for medical office uses than allowed under the city’s parking ordinance.
Whereas, the contents of Case No. 20-12-VAR is hereby entered into and made part of the record of decision for this case.

Conclusion

Now therefore be it resolved that the variance is hereby approved and accepted by the city council as being in accord and conformity with all ordinances, city plans and regulations of the City of St. Louis Park, provided, however, that this approval is made subject to the opinion of the City Attorney and certification by the City Clerk and subject to the following conditions:

1. City council approval of an associated request to vacate a portion of 14th Street West road right-of-way is required (Case No. 20-12-VAC).
2. The site shall be developed, used and maintained in conformance with the official exhibits.
3. An agreement regarding the proof of parking shall be executed between the City of St. Louis Park and the developer.
4. Any future changes to the building that expand the gross floor area of the building for a use with the same or more restrictive parking requirements cannot be approved without another variance to the parking for the site.
5. All required permits shall be obtained prior to starting construction, including but not limited to:
   a. NPDES grading/construction permit.
   b. City building, erosion control, right-of-way and sign permits.
   c. Bassett Creek Watershed District stormwater management permit.
6. The city assent form and the official exhibits shall be signed by property owner prior to issuance of a building permit.
7. In addition to other remedies, the developer or owner shall pay an administrative fee of $750 per violation of any condition of this approval.

The City Clerk is instructed to record certified copies of this resolution in the Office of the Hennepin County Register of Deeds or Register of Titles as the case may be.

Reviewed for administration: Adopted by the City Council August 17, 2020

Thomas K. Harmening, city manager Jake Spano, mayor

Attest:

Melissa Kennedy, city clerk
The following described property situated in the County of Hennepin, State of Minnesota, to wit:

lying easterly of a line perpendicular to the center line of said West 14th Street which passes through the northwest corner of Lot 3, Block 4, said JOHN A. JOHNSON'S ADDITION and said line there terminating. That part of south half of West 14th Street, dedicated in the plat of "John A. Johnson's Addition", lying Southerly of the centerline of said West 14th Street and between the Southerly extension across the centerline of the Westerly line of Lot 1, Block 4, said addition and a perpendicular to the centerline of said West 14th Street which passes through the Northwest corner of Lot 2, said addition.

Lots 1, 2, 6, and that portion of the Southwesterly 1/2 of 16th Street now vacated, lying between extensions across it of the West line of said Lot 1 and a perpendicular to said West line not vacated, all lying North of the centerline of said West 14th Street.

Lots 25 and 26, Block 1, said Addition.

Lots 16, 17, 18, 19 and 20, Block 1, "John A. Johnson's Addition", except that part of Lot 16 which lies Northerly of a line drawn parallel with and distant 25 feet South of the southerly extension of the centerline of West 14th Street, dedicated in the plat of "John A. Johnson's Addition", lying Southerly of the centerline of said West 14th Street.

That part of Lot 16, Block 4, said "John A. Johnson's Addition", lying Southerly of the centerline of said West 14th Street, dedicated in the plat of "John A. Johnson's Addition", Hennepin County, Minnesota, as Mount Curve Ave., which is 120 feet South of the intersection of said West line with State Highway No. 12, Hennepin County, Minnesota.

That part of Lot 22, Block 1, "John A. Johnson's Addition", lying Southerly of a line drawn from the East line of said Lot 22 with Minnesota State Highway No. 12, wherein South of said line, there is to be a point in the West line of said Lot 22, which in 125 feet South of the State Highway.

That part of Lot 23, Block 1, "John A. Johnson's Addition", lying Southerly of the centerline of said West 14th Street and between the Southerly extension across it of the West line of Lot 23, Block 1, said Addition and the centerline of Lot 23, Block 1, said Addition.

That part of Lot 22, Block 7, "John A. Johnson's Addition", lying Southerly of a line drawn from the East line of said Lot 22 with Minnesota State Highway No. 12, wherein South of said line, there is to be a point in the West line of said Lot 22, which in 125 feet South of the State Highway.

That part of the north half of West 16th Street, dedicated in the plat of JOHN A. JOHNSON'S ADDITION, Hennepin County, Minnesota, as Mount Curve Ave., lying Northerly of the Southerly extension of the West line of Lot 23, Block 1, said Addition and a perpendicular to the centerline of said West 14th Street which passes through the Westerly extension of the centerline of said West 14th Street, a distance of 244.62 feet; thence deflect to the left on a tangential curve having a radius of 3274.04 feet and a delta angle of 06 degrees 08 minutes 52 seconds East, a distance of 224.8 feet along said curve, thence deflect to the right, the said curve terminating.

That part of Lot 22, Block 1, "John A. Johnson's Addition", lying Southerly of a line drawn from the East line of said Lot 22 with Minnesota State Highway No. 12, wherein South of said line, there is to be a point in the West line of said Lot 22, which in 125 feet South of the State Highway.

That part of the Southwesterly 1/2 of 16th Street, now vacated, lying between extensions across it of the West line of said Lot 1 and a perpendicular to said West line vacated, all lying North of the centerline of said West 14th Street.

That part of south half of West 14th Street, dedicated in the plat of "John A. Johnson's Addition", lying Southerly of the centerline of said West 14th Street.

That part of Lot 21, Block 1, said Addition.

ABSTRACT PROPERTY

GENERAL NOTES

ADDRESS:

OWNER/DEVELOPER:

PROJECT:

OWNER/DEVELOPER:

07/27/20 CITY COMMENTS

06/24/20 CITY COMMENTS

CADD QUALIFICATION

1. Proposed Lot 1 = 196,409 +/- square feet or 4.51 +/- acres

2. Proposed Lot 2 = 111,629 +/- square feet or 2.61 +/- acres

3. Proposed Lot 3 = 36,077 +/- square feet or 0.83 +/- acres

4. Proposed Zoning: O (Office District)

5. Proposed Wayzata Blvd = 8,777 +/- square feet or 0.20 +/- acres

6. Proposed Colorado Ave = 20,704 +/- square feet or 0.47 +/- acres

7. Estimated value of the land as of the draft appraisal date:

   a. Proposed Lot 1 = $1,528,000
   b. Proposed Lot 2 = $1,200,000
   c. Proposed Lot 3 = $438,000

8. The survey information shown hereon is per a survey by Loucks Inc. dated July 8, 2019.

9. The survey information shown hereon is per a survey by Loucks Inc. dated July 8, 2019.

ZONING INFORMATION

Current Zoning: C-2 (General Commercial)

Zoning Limitations:

1. Height: Six (6) stories or Seventy-five (75) feet, whichever is lesser;
2. Floor Area Ratio: Lot coverage shall not exceed 2.0.
3. Setbacks:
   a. Street Side = 15 feet
   b. Rear = Half building height
   c. Side (Railroad) = 15 feet plus 1 foot building height over 40 feet

4. Parking:
   a. Parking shall be provided in accordance with Chapter 24.09 of the City Code of St. Louis Park.

5. Elevation:
   a. Elevation = 882.60 feet (NGVD88)
   b. Elevation = 891.04 feet (NGVD88)

6. Flood Plain:
   a. The 100-year flood has a 1% chance of being equaled or exceeded in any given year) per Flood Insurance Rate Map No. 27053C0351F,
   b. Threshold of west entrance of 6009 Wayzata Blvd. as shown hereon.

7. Site Data:
   a. Area:
      i. Proposed Lot 1 = 196,409 +/- square feet or 4.51 +/- acres
      ii. Proposed Lot 2 = 111,629 +/- square feet or 2.61 +/- acres
      iii. Proposed Lot 3 = 36,077 +/- square feet or 0.83 +/- acres

   b. Vegetation:
      i. Vegetation shall be removed or otherwise managed in accordance with Chapter 24.09 of the City Code of St. Louis Park.
KNOW ALL PERSONS BY THESE PRESENTS, That Xchange MOB Partners, LLC, a Minnesota limited liability company, the owner of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

Lots 25 and 26, Block 1, except that part taken by State Highway No. 12.

All of Lots 27 and 28, Block 1 lying Northwesterly of a line drawn parallel to and 20 feet West of Westly measured at right angle from the Southeasterly line of said Lots, except that part taken by State Highway No. 12, and that portion of the Northerly 1/2 of 18th Street, new vacated, lying between the extensions of it towards the West line of said Lot 25 and 25 feet Northwesterly from the Southwesterly line of said Lot 25.

Lots 1 and 2, Block 4, and that portion of the Southerly 1/2 of 18th Street, new vacated, lying between extensions across it of the West line of said Lot 1 herein-described and the Southerly line of said Lot 1, "John A. Johnson’s Addition."

That portion of vacated West 14th Street, dedicated in the plat of "John A. Johnson’s Addition" as Mount Curve Ave., lying Southwesterly of the centerline of said West 14th Street and between the Northerly extensions across it of the West line of Lot 1, Block 4, said addition and a line perpendicular to the centerline of said West 18th Street which passes through the Northwest corner of lot 1, Block 4, said addition.

Lots 23 and 24, Block 1, John A. Johnson’s Addition; and

Lots 1 and 4, except the South 125 feet thereof, Block 4, John A. Johnson’s Addition; and

That portion of Lot 22, Block 1, John A. Johnson’s Addition described as follows: Beginning at the intersection of the East line of said Lot 22 with Minnesota State Highway No. 12, then South on said line 125 feet; thence West for a point on the West line of said lot 22, which is 120 feet South of the intersection of the West line of said lot 22 with State Highway No. 12, thence North on said West line of said Lot 22, 120 feet toward the intersection with State Highway No. 12; thence East to the point of beginning.

That portion of vacated 14th Street, dedicated in the plat of "John A. Johnson’s Addition" as Mount Curve Ave., lying Northerly of the centerline of said West 14th Street and between the Southerly extensions across it of the West line of Lot 21, Block 1, said Addition and the Easterly line of Lot 24, Block 1, said Addition.

Lots 14, 17, 18, 19, and 20, Block 1, "John A. Johnson’s Addition," except that part of Lot 16 which lies Northerly of a line drawn parallel with and distant 20 feet South of the West line of Lot 1 described below: Lot 1, Beginning at a point on the West line of Section 6, Township 117, Range 21, Block 198.9 feet South of the West Quarter corner thereof; thence Easterly at an angle of 108 degrees 94 minutes 33 seconds from said line a distance of 1276.54 feet and a delta angle of 06 degrees 34 minutes 40 seconds a distance of 375.87 feet and there terminating, according to the recorded plat thereof; and thence in Hennepin County, Minnesota.

That part of Lot 22, Block 1, "John A. Johnson’s Addition," lying Southwesterly of a line drawn from a point on the East line of said lot at a point distant 120 feet South, measured along said line, from the intersection of the East line of said lot with the Minnesota State Highway No. 12 to a point on the West line of said lot which is 120 feet South of the intersection of said West line with State Highway No. 12, Hennepin County, Minnesota.

That part of the north half of West 18th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying westerly of the southerly extension of the west line of Lot 23, Block 1, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, 21.48 feet; thence North 89 degrees 36 minutes 00 seconds East, 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

That part of north half of West 14th Street, dedicated in the plat of JOHN A. JOHNSONS ADDITION, Hennepin County, Minnesota as Mount Curve Ave., lying westerly of the southerly extension of the west line of Lot 23, Block 1, said JOHN A. JOHNSONS ADDITION; thence on an assumed bearing of North 02 degrees 08 minutes 52 seconds East, 21.48 feet; thence North 89 degrees 36 minutes 00 seconds East, 11.00 feet to the south line of Block 1, said JOHN A. JOHNSONS ADDITION and said line there terminating.

Lot 21, Black 1, John A. Johnson’s Addition.

Has caused the same to be surveyed and plotted as XCHANGE, and does hereby dedicate to the public for public use the public ways, and does hereby dedicate the drainage and utility easements as created by this plat.

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

XCHANGE MOB PARTNERS, LLC,

Mark A. Davis, Manager

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ______ day of _________________________, 20_____, by Mark A. Davis, as Manager of Xchange MOB Partners, LLC, a Minnesota limited liability company, on behalf of the company.

Signature
Notary Public
My Commission Expires _________________________

I hereby certify that the within plat of XCHANGE was recorded in this office this ______ day of _________________________, 20____, at ______ o'clock _____.M.

I hereby certify that the within plat of XCHANGE was filed in this office this ______ day of _________________________, 20____, at ______

Notary Public,
Hennepin County, Minnesota
My Commission Expires January 31, 2025

MARK V. CHAPIN
County Auditor

RESIDENT AND REAL ESTATE DEPARTMENT,
Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this ______ day of ______, 20____.

Mark V. Chapin, County Auditor

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to Minnesota Statutes Section 383B.565 (1969), this plat has been approved this ______ day of ______, 20____.

Chris F. Mavis, County Surveyor

REGISTER OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plat of XCHANGE was filed in this office this ______ day of ______, 20____, at ______ o'clock _____.M.

Martin McCordic, Register of Titles

COUNTY RECORDER, Hennepin County, Minnesota

I hereby certify that the within plat of XCHANGE was recorded in this office this ______ day of ______, 20____, at ______ o'clock _____.M.

Martin McCordic, County Recorder
BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AS SHOWN ON THE PLAT.

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

BEARINGS ARE BASED ON THE SOUTHEASTERLY LINE OF BLOCK 4, JOHN A JOHNSONS ADDITION HAVING A BEARING OF SOUTH 25°23'05" WEST.

DENOTES HENNEPIN COUNTY CAST IRON MONUMENT

SCALE IN FEET

0

40

N

DENOTES 1/2 INCH X 14 INCH IRON MONUMENT FOUND, MARKED "RLS 17255"

DENOTES FOUND PINCHTOP

DENOTES FOUND REBAR

DENOTES FOUND "PK NAIL"

DENOTES PLAT OF "JOHN A. JOHNSON'S ADDITION" "JAJ"

DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED "RLS 48988"

See Detail A

See Detail B
TYPICAL FULL SIZED PARKING STALL IS 9' X 18' WITH A 24' WIDE TWO WAY DRIVE OR 9'X18' WITH CURB. ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN R3.0'. ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS. ALL SIGN POSTS TO BE 2.25" Ø ALUMINUM POSTS.
City council meeting of August 17, 2020 (Item No. 8a)
Title: Medical office building - 6009 Wayzata Blvd.
Executive summary

Title: Bid tab for Dakota Avenue Bikeways and Dakota-Edgewood Trail Bridge – project 4019-2000

Recommended action: **Due to the COVID-19 emergency declaration, this item is considered essential business and is categorized as a Required Action**

- Motion to designate Redstone Construction, LLC the lowest responsible bidder and authorize a contract with the firm in the amount of $7,340,684.26 for Dakota-Edgewood Trail Bridge – project 4019-2000.
- Motion to approve the construction administration services contract with SRF Consulting Group, Inc in the amount of $836,973.
- Motion to designate S.M. Hentges & Sons, Inc. the lowest responsible bidder and authorize a contract with the firm in the amount of $876,696.10 for Dakota Avenue Bikeways – project 4019-2000 with the value engineering savings.

Policy consideration: Does the city council wish staff to continue to pursue the bikeway improvements identified in this report?

Summary: The Dakota Avenue Bikeway and the Dakota-Edgewood Trail Bridge projects are centrally located in the city and run north to south from Cedar Lake Road to Lake Street. The projects were split into two separate packages for bidding and construction due to different funding sources and uniquely different construction elements present in each segment.

The projects were bid out separately in late July. Both bids exceeded estimates shared with the council in previous council reports. Council received a written report on Aug. 10, 2020 that provided information pertaining to the project costs and recommendations for the two projects. The discussion section of this report provides additional information on the low bidders and some value engineering options for the Dakota Avenue Bikeways.

Staff recommends the approval of both the Dakota-Edgewood Trail Bridge and the Dakota Avenue Bikeways (with value engineering savings).

Financial or budget considerations: These projects are included in the city’s Capital Improvement Plan (CIP) for 2020 and 2021. General Obligation Bonds and federal funds are expected to be used to fund these projects. Additional information on the breakdown of the funding can be found later in this report.

Strategic priority consideration: St. Louis Park is committed to providing a variety of options for people to make their way around the city comfortably, safely and reliably.

Supporting documents: Discussion

Aug. 10, 2020 study session report (p. 29)
Bicycle connectivity maps

Prepared by: Jack Sullivan, senior engineering project manager
Reviewed by: Debra Heiser, engineering director
Approved by: Tom Harmening, city manager
Discussion

Background: Council approved the final plans and specifications and authorized bidding documents on for the Dakota-Edgewood Trail bridge on March 16, 2020 and the Dakota Avenue Bikeways on June 15, 2020. The projects were bid out separately in late July. What follows is a summary of the bidding process and bids received for each project.

Bidding for Dakota-Edgewood Trail Bridge
An advertisement for bids was published in the St. Louis Park Sun Sailor on July 2, 2020 and July 9, 2020, and in Finance and Commerce on July 2 through July 15, 2020. Email notification was provided to four (4) minority associations, and final printed plans were available for viewing at City Hall. In addition, plans and specifications were made available electronically via the internet on the city’s eGram website. Bids for the Dakota-Edgewood Trail Bridge were opened on July 28, 2020.

Sixty-four (64) contractors/vendors obtained plan sets, including ten (10) Disadvantage Business Enterprises (DBE). Since federal funding is included in this project, the Minnesota Department of Human Rights has set a minimum goal of 14.4% DBE for this project. Seven contractors bid on the project.

Project description:
The Dakota-Edgewood Trail bridge segment is a partially federally funded project from Cedar Lake Road to 26th Street that includes:

- A multi-use trail along the east side of Edgewood Avenue between Cedar Lake Road and the BNSF railroad right of way.
- A pedestrian and bicycle bridge over the BNSF Railroad connecting Edgewood Avenue and Dakota Park and ending at the corner of 26th Street and Dakota Avenue.

Financial considerations: Bids for the Dakota-Edgewood Trail Bridge were opened on July 28, 2020. Seven contractors bid on the project. The low bid was submitted by Redstone Construction, LLC in the amount of $7,340,684.26. The low bid was under the revised engineer’s estimate but above the estimate given to council in March. The following tables provide additional detail on bidding and the expected project costs.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid</th>
<th>Difference</th>
<th>Percent change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redstone Construction, LLC</td>
<td>$7,340,684.26</td>
<td>($252,147.60)</td>
<td>-3.3%</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$7,592,831.86</td>
<td>$0.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>Kraemer North America, LLC</td>
<td>$8,239,003.59</td>
<td>$646,171.73</td>
<td>8.5%</td>
</tr>
<tr>
<td>S.M. Hentges &amp; Sons, Inc</td>
<td>$8,331,369.95</td>
<td>$738,538.09</td>
<td>9.7%</td>
</tr>
<tr>
<td>Ames Construction Inc.</td>
<td>$8,522,251.05</td>
<td>$929,419.19</td>
<td>12.2%</td>
</tr>
<tr>
<td>Zenith Tech, Inc.</td>
<td>$8,522,520.00</td>
<td>$929,688.14</td>
<td>12.2%</td>
</tr>
<tr>
<td>C. S. McCrossan Construction, Inc</td>
<td>$8,797,011.45</td>
<td>$1,204,179.59</td>
<td>15.9%</td>
</tr>
<tr>
<td>Meyer Construction Inc.</td>
<td>$9,259,713.70</td>
<td>$1,666,881.84</td>
<td>22.0%</td>
</tr>
</tbody>
</table>
The following table compares project costs presented at council on March 16, 2020 and the low bids received on July 28, 2020. Project costs include construction costs and all other costs for the project.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ROW/Land</td>
<td>$275,000.00</td>
<td>$270,871.00</td>
<td>($4,129.00)</td>
<td>-2%</td>
</tr>
<tr>
<td>Construction</td>
<td>$6,653,256.00</td>
<td>$7,340,684.26</td>
<td>$687,428.26</td>
<td>10%</td>
</tr>
<tr>
<td>Preliminary Eng.</td>
<td>$712,000.00</td>
<td>$790,161.43</td>
<td>$78,161.43</td>
<td>11%</td>
</tr>
<tr>
<td>Construction Eng.</td>
<td>$962,126.00</td>
<td>$845,677.00</td>
<td>($116,449.00)</td>
<td>-12%</td>
</tr>
<tr>
<td>Tree replacement</td>
<td>$135,000.00</td>
<td>$135,000.00</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Utility Relocate</td>
<td>$70,000.00</td>
<td>$92,408.06</td>
<td>$22,408.06</td>
<td>32%</td>
</tr>
<tr>
<td>Project Contingency</td>
<td>$334,825.00</td>
<td>$0</td>
<td>($334,825.00)</td>
<td>0%</td>
</tr>
<tr>
<td>Art</td>
<td>$0</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$9,142,207.00</td>
<td>$9,554,801.75</td>
<td>$412,594.75</td>
<td>5%</td>
</tr>
</tbody>
</table>

The following table compares funding sources presented at council on March 16, 2020 and the low bids received on July 28, 2020.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge and bikeways (GO Bonds)</td>
<td>$6,223,807</td>
<td>$6,636,401.75</td>
<td>$412,594.75</td>
</tr>
<tr>
<td>Federal Aid</td>
<td>$2,918,400</td>
<td>$2,918,400.00</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$9,142,207</td>
<td>$9,554,801.75</td>
<td>$412,594.75</td>
</tr>
</tbody>
</table>

Due to the nature of our construction projects, unexpected costs do come up. To address this, we’ve shown a contingency for the construction costs. What follows is a table that shows this contingency and how this would affect the project costs.

<table>
<thead>
<tr>
<th>Construction Total</th>
<th>Contingency (5%)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7,340,684.26</td>
<td>$367,034.21</td>
<td>$7,707,718.47</td>
</tr>
</tbody>
</table>

Additional contract for construction administration: The city has engaged SRF Consulting Group, Inc. to provide in-construction services for the project. The contract amount is $836,973 and is included in the project costs shown in the tables above. City staff are not qualified to complete the inspection of the bridge or the testing and oversight of the contaminated soils. In addition, a federally funded project has numerous additional requirements that are not typical on our local projects. Therefore, having a firm well versed in the obligations of the federal funding will help in the reimbursement of those funds.
Bidding for Dakota Avenue Bikeway

An advertisement for bids was published in the St. Louis Park Sun Sailor on July 2, 2020 and July 9, 2020, and in Finance and Commerce on July 2 through July 15, 2020. Email notification was provided to four (4) minority associations, and final printed plans were available for viewing at City Hall. In addition, plans and specifications were made available electronically via the internet on the city’s eGram website. The bids for the Dakota Avenue Bikeways were opened on July 23, 2020.

Thirty-one (31) contractors/vendors obtained plan sets, including three (3) Disadvantage Business Enterprises (DBE). Six contractors bid on the project.

**Project description:** The Dakota Avenue Bikeway is an on-road bike facility on Dakota Avenue that includes:

- Share the road facility from 26th Street to Minnetonka Boulevard with bump-ins at each intersection to narrow the street for pedestrian crossings and slow vehicles.
- On-street bike lanes from Minnetonka Boulevard to Lake Street with bump-ins at each intersection to narrow the street for pedestrian crossings.
- A rectangular rapid flashing beacon (RRFB) near 26th Street and at 33rd Street.

**Financial considerations:** The bids for the Dakota Avenue Bikeways were opened on July 23, 2020. Six contractors bid on the project. The low bid was submitted by S.M. Hentges & Sons in the amount of $876,696.10. There are significant cost increases in this bid for the project. The following tables provide additional detail on bidding and the anticipated project costs.

<table>
<thead>
<tr>
<th>Dakota Avenue Bikeway Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
</tr>
<tr>
<td>Engineer’s estimate</td>
</tr>
<tr>
<td>S.M. Hentges &amp; Sons, Inc.</td>
</tr>
<tr>
<td>GL Contracting, Inc.</td>
</tr>
<tr>
<td>Bituminous Roadways</td>
</tr>
<tr>
<td>Ramsey Companies</td>
</tr>
<tr>
<td>Meyer Construction, Inc.</td>
</tr>
<tr>
<td>Thomas and Sons</td>
</tr>
</tbody>
</table>

The following table compares project costs presented at council on June 15, 2020 and the low bids received on July 23, 2020. Project costs include construction costs and all other costs for the project.

<table>
<thead>
<tr>
<th>Dakota Avenue Bikeways (26th Street to Lake Street)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Council Report June 15, 2020</td>
</tr>
<tr>
<td>Construction</td>
</tr>
<tr>
<td>Preliminary Eng.</td>
</tr>
<tr>
<td>Construction Eng.</td>
</tr>
<tr>
<td>Demonstration Project</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
The following table compares funding sources presented at council on March 16, 2020 and the low bids received on July 28, 2020.

<table>
<thead>
<tr>
<th>Funding sources</th>
<th>Council report June 15, 2020</th>
<th>Project total July 23, 2020</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge and bikeways (GO Bonds)</td>
<td>$829,688</td>
<td>$1,027,393.10</td>
<td>$197,705.10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$829,688</strong></td>
<td><strong>$1,027,393.10</strong></td>
<td><strong>$197,705.10</strong></td>
</tr>
</tbody>
</table>

Due to the nature of our construction projects, unexpected costs do come up. To address this, we’ve shown a contingency for the construction costs. What follows is a table that shows this contingency and how this would affect the project costs.

<table>
<thead>
<tr>
<th>Construction total</th>
<th>Contingency (5%)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$876,696.10</td>
<td>$43,834.81</td>
<td>$964,365.71</td>
</tr>
</tbody>
</table>

**Dakota Avenue Bikeways – Value engineering:**
The Dakota Avenue Bikeways came in over the engineer’s estimate. Staff has looked at ways to value engineer this segment to reduce the overall project cost while still maintaining the approved bikeway design. Most of the cost overruns are in the segment from 27th Street to 29th Street due to the large amount of storm sewer, curb and gutter and pavement that is planned to be removed and replaced.

Staff’s recommendation is to remove the curb bump-ins on the downstream side of the intersections of Dakota Avenue at 27th Street and 29th Street. This is consistent with the design that was approved on the segment south of Minnetonka Boulevard. This would still help to reduce vehicle speeds and shorten crossing distance for pedestrians. Staff believes this maintains the intent of the council’s approval from May of 2019. It is anticipated that these changes will remove approximately $70,000 from the overall project cost. The following illustrations show the changes to the intersection at 27th Street from the current design to the value engineering design.
Current design – bump-ins at all four quadrants of the intersection

Proposed design – bump-ins at leading side of the intersection
**Schedule and next steps:** Construction on the Dakota-Edgewood Bridge is scheduled to start in September 2020 and be completed by November 2021.

Construction on the Dakota Avenue Bikeways is scheduled to start in early September 2020 and be completed by early November 2020. The demonstration project to install the bollard protected bike lanes would occur in the spring of 2021 after the snow has melted and the streets have been swept. The demonstration would end in the fall of 2021 ahead of leaf pick up and winter weather.

**Follow up from Aug. 10, 2020 study session:** Information regarding these projects was shared with the city council in a written report at the Aug. 10 study session. The study session report is attached. Council asked staff to provide them with additional information regarding the expected use of the Dakota bikeway and bridge as well as information on debt service for these projects.

**Bicycle use**
The bridge crossing of the BNSF railroad at Dakota Park is a Tier 1 (high priority) rail barrier, according to the Regional Bicycle Barriers Study (RBBS) conducted by the Metropolitan Council. The RBBS identified and studied barriers to bicycling across the seven-county metro area and assigned a scoring system to notate the priority of creating bicycle connections. The preferred maximum spacing of barrier crossing opportunities for urban center cities (which includes St. Louis Park) is a half-mile. This is consistent with the half-mile spacing prescribed by Connect the Park.

Tier 1 means that it is in the top third of priority crossings for the entire metro area. This priority is based on network connectivity (how would this crossing create bicycle network connections), bicycling demand, safety/existing conditions, and social equity.

In 2018, as a part of our comprehensive plan update, staff asked SRF and Toole Design Group how best to measure the impact that the Connect the Park implementation plan will have on our transportation network. Unfortunately, there is not an industry-recognized way to predict bicycle or pedestrian trip generation or how they will translate into the reduction in vehicle trips. However, The Bike Network Analysis (BNA) tool is a data-driven tool that can measure bicycle connections and demand. This data analysis tool measures how well bike networks connect people with the places they want to go.

Toole Design Group used this tool to measure the demand for bicycle connections in the city through a bicycle connectivity score. Attached to the report are the maps created as a part of this analysis. In the area of the Dakota Park bridge, the existing bicycle connectivity score is in the middle of the range to the south of the bridge and lower in the neighborhoods to the north of the bridge. In the after condition, the bicycle connectivity changes to “high” for nearly the entire city core.

This BNA is based on Level of Traffic Stress methodology and destination-based accessibility scores for the following:

1. **People:** Access to other people in the city based on the resident population distribution
2. **Opportunity:** Access to jobs and educational institutions
3. **Core Services:** Access to critical services such as health care
4. **Recreation:** Access to public recreation outlets
5. **Retail:** Access to shopping areas
6. **Transit:** Access to major transit hubs
Each category is divided into subcategories whose score contributes to the main category based on weights designed to favor more important destination types. The BNA relies on data from the U.S. Census. Census blocks delineated by the U.S. Census Bureau's 2010 Decennial Census serve as the basic unit of analysis for all connectivity measures. The 2010 Decennial Census also supplies block-level population data via the Census of Population and Housing, which the BNA uses to calculate the “People” score. Block-level data detailing the geographic distribution of jobs from the U.S. Census Bureau's Longitudinal Employer-Household Dynamics (LEHD) data is used to quantify the “Opportunity” score. Finally, core services, recreation, retail and transit are location-based.

All this information is used to generate the connectivity score shown on the attached exhibits.

An example of how the Dakota Park bridge connects neighborhoods is Peter Hobart Elementary School. In 2019, approximately a quarter of all Peter Hobart students lived in neighborhoods north of the BNSF railroad tracks. The installation of a pedestrian/bike bridge allows these students non-vehicular access to both Peter Hobart and Dakota Park. Without this connection, students and their families must use Louisiana Avenue (a half-mile west) or the Jewish Community Center bridge (over a mile east) to make this trip without a vehicle.

Debt service

The Dakota-Edgewood trail bridge is our largest project requiring General Obligation debt for 2020. We can issue debt for this project over a 10- or 15-year period. The debt will impact our future levy starting in the year 2022. We will need to increase our levy by the amount bolded depending upon the number of years we take the debt out for.

Here is a table showing the levy impact for all our 2020 debt for your consideration.

<table>
<thead>
<tr>
<th>Project</th>
<th>Total bond amount</th>
<th>Average levy amount per year (10 year)</th>
<th>Average levy amount per year (15 year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dakota-Edgewood Bridge</td>
<td>$6,895,000</td>
<td>$777,000</td>
<td>$550,000</td>
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<tr>
<td>Dakota Bikeway</td>
<td>$1,062,000</td>
<td>$121,000</td>
<td>$85,000</td>
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<tr>
<td>Southeast Bikeway</td>
<td>$485,000</td>
<td>$55,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>Walker-Lake Street and Pavement Management bikeway and sidewalks *</td>
<td>$960,000</td>
<td>$110,000</td>
<td>$77,000</td>
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<tr>
<td>SWLRT Regional Trail bridge*</td>
<td>$580,000</td>
<td>$65,000</td>
<td>$47,000</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$9,982,000</strong></td>
<td><strong>$1,128,000</strong></td>
<td><strong>$799,000</strong></td>
</tr>
</tbody>
</table>

*project under construction

Average levy amount per year (10 year): Levy needed starting in 2022, continuing for 10 years

Average levy amount per year (15 year): Levy needed starting in 2022, continuing for 15 years
Bicycle Connectivity Score (2018)

Source: Metropolitan Council, City of St. Louis Park, 2018
Bicycle Connectivity Score after Connect the Park implementation