



# ECONOMIC DEVELOPMENT AUTHORITY MEETING

**MUNICIPAL CENTER COUNCIL CHAMBERS**  
**1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118**  
**MONDAY, SEPTEMBER 14, 2020**  
**5:45 P.M.**

## **ECONOMIC DEVELOPMENT AUTHORITY MEETINGS**

Economic Development Authority meetings are held in person in the Council Chambers and are open to the public with social distancing restrictions. Meetings will continue to be broadcast and streamed online for viewers to watch from the safety of their homes.

**SEATING:** A limited number of attendees will be allowed in the Council Chambers to view live meetings. Seats are first-come first-serve. Due to the limited seating, overflow space will be available in the City Hall lobby and the Lobby Conference Room with screens playing the meeting live.

**PARTICIPATION:** Due to the limited seating in the Council Chambers, those wishing to speak in person during public input items must sign up prior to the start of the meeting and will be called up to the podium one at a time. People wishing to speak in person may email the City Clerk at [sbuecksler@wspmn.gov](mailto:sbuecksler@wspmn.gov) by 4:30 p.m. the day of the meeting (please include name, address and subject in email). In addition, sign-up sheets for each public input item will be available near the entrance of the Council Chambers at 4:30 p.m. the day of each meeting and collected by the City Clerk 5 minutes prior to the start of the meeting. Names will be called to approach the podium to address the Council. Those watching from overflow areas can enter the Chambers to speak when their name is called and then proceed back to the overflow area to continue viewing.

Viewers may also choose to call in via telephone to speak during public input items. A number will appear on screen during live broadcasts and streams when lines open for call-in speakers.

1. Call To Order
2. Roll Call
3. Adopt Agenda
4. Commissioner Comments
5. New Business
- 5.A. More Space Storage - Business Subsidy Request

Documents:

[EDA MEMO - MORE SPACE - DEV GRANT APPLIC 9-14-20.PDF](#)  
[BUSINESS SUBSIDY LETTER.PDF](#)  
[EDA - MORE SPACE - BUS. SUB. AGMT. 9-14-2020.PDF](#)  
[MORE SPACE EDA GRANT APPLICATION.PDF](#)  
[MORE SPACE SITE PLAN 9-14-20.PDF](#)  
[MORE SPACE ELEVATION 9-14-20.PDF](#)  
[MORE SPACE BID PROPOSAL 9-14-20.PDF](#)

5.B. Property Line Adjustment - Easement Agreement - 1019 Smith/1010 Dodd

Documents:

EDA MEMO PROPERTY LINE ADJUSTMENT 9-14-20.PDF  
EDA REPORT FROM AUGUST 31, 2020.PDF  
1019 SMITH - PROPERTY SURVEY - 09-14-2020.PDF  
ENCROACHMENT AGREEMENT 9-14-2020.PDF

6. Old Business

7. Adjourn

*If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at  
651-552-4108 or email [ADA@wspmn.gov](mailto:ADA@wspmn.gov) at least 5 business days prior to the meeting  
[www.wspmn.gov](http://www.wspmn.gov) EOE/AA*

To: **EDA President and Board**  
 From: **Executive Director, Jim Hartshorn**  
 Date: **September 14, 2020**

**Subject: More Space Storage, LLC – Business Subsidy Request**

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**BACKGROUND INFORMATION:**

Larry Koland, Owner of More Space Self Storage, is proposing to construct a 122,739 square foot, three level facility, consisting of approximately 1,000 storage units of various sizes at 1665 Oakdale Avenue. The total project cost is \$9,378,000. The project would be located on vacant two-acre (heavily forested) parcel of land along Oakland Avenue (south of Crawford Door Company). The site has been vacant for several decades. You may recall the project received site plan approval from the Council and Planning Commission last May. The Environmental Committee only requested proof of parking, and at least the minimal amount of trees remain or be re-planted required by ordinance.

The site has many development constraints, such as excess soils due to the topography, the need for significant tree removal and the County’s increase in 10 feet of right-of-way. See the attached letter for more detail on the development constraints. Mr. Koland is requesting approval of a redevelopment grant (forgivable loan) to help with costs associated with soil mitigation and other site constraints.

The goals for the Business Subsidy are to secure timely development and maintain the property as a commercial building for at least five years. The project meets the criteria of the program in the following ways:

- Promotes the economic and commercial development of the City.
- Preserves the local tax base and improves the general economy and vitality of the City.
- Removes, prevent or reduce blight in the City.
- Affords maximum opportunities, consistent with the needs of the City as a whole, for the redevelopment of an area by a private enterprise.

**FISCAL IMPACT:**

		<b>Amount</b>
<b>Fund:</b>	<b>EDA</b>	<b>\$25,000</b>
<b>Department:</b>	<b>EDA</b>	
<b>Account:</b>	<b>209-41121-40495</b>	

**STAFF RECOMMENDATION:**

Staff recommends approval of a \$25,000 Redevelopment Grant (forgivable loan).

## **ATTACHMENTS:**

1. Letter requesting business subsidy
2. Business Subsidy Application
3. Forgivable Loan Agreement
4. Bid proposal
5. Building Elevations
6. Site Plan

**More Space Self Storage, LLC**  
4813 Blaine Ave.  
Inver Grove Heights, MN 55076

May 27, 2020

Jim Hartshorn, Community Development Director  
City of West St. Paul  
1616 Humboldt Ave.  
West St. Paul, MN 55118

RE: BUSINESS SUBSIDY APPLICATION  
Site Location: Oakdale Ave, West St. Paul, PID: 42-02000-78-060

Mr. Harsthorn:

This letter is the follow-on to be accompanied with the City of West St. Paul Business Subsidy Application.

The subject site, located off Oakdale Avenue, West St. Paul, is a vacant lot. To the north of the subject site is Crawford Door Sales and to the south is Midwest Plastics. This site has been a vacant, undeveloped lot for several decades. More Space Self Storage, LLC is interested in developing this 2-acre site.

The site has been vacant for many of the reasons outlined within the accompanied Business Development Application. During the process of our due diligence we discovered many barriers to developing this location. The site soils are excessive due to the topography, thusly requiring the costly export of soils. The site has significant volunteer tree growth, this too is costly to remediate. Since the site is not currently platted several additional barriers exist. Site access is a development constraint as well as the County increase in right-of-way. These are just a few of the factors that limit the site potential for development.

These constraints make the site virtually undesirable for development. More Space Self Storage, LLC is engaging the possibility to develop the site for the purpose of Self Storage. The city of West St. Paul will benefit greatly by having Self Storage in this location. Residents will be able to utilize our unique drive-thru feature to access their stored belongings. The City benefits in this development with an increased tax base 15 times more than the current tax base. An EDA development grant will have a tremendous payback for the City and Residents of West St. Paul.

Please consider our application for a grant of funds to directly facilitate the development of this long-vacant parcel. Without this assistance these small and constrained parcels will not likely be developed in the foreseeable future. More Space Self Storage looks forward to being able, once again, to develop and do business with and within the City of West St. Paul and the Economic Development Authority.

Sincerely,



Lawrence M. Koland, Managing Partner  
More Space Self Storage, LLC

## BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the West St. Paul Economic Development Authority, a Minnesota public body corporate and politic, 1616 Humboldt Ave., West St. Paul, Minnesota 55118 (“EDA”) and More Space, LLC, a Minnesota limited liability company, 4813 Blaine Avenue, Inver Grove Heights, MN 55076 (“More Space”).

### RECITALS

**WHEREAS**, the City of West St. Paul (“City”) has long desired to improve the function and appearance of its community through economic development, and has invested substantial resources toward that goal; and

**WHEREAS**, the West St. Paul City Council established the EDA in July 1999 in order to advance these objectives; and

**WHEREAS**, the EDA adopted criteria for awarding business subsidies, pursuant to the Business Subsidies Act, Minn. Stat., Sections 116J.993 to 116J.995 (“Business Subsidy Act”); and

**WHEREAS**, More Space owns the property located in West St. Paul legally described as:

All that part of the NW 1/4 of the SE 1/4 of Section 20, Township 28, Range 22, lying Westerly of the center line of Oakdale Avenue, described as follows:

Beginning 286.94 feet West of the Northeast corner of the said NW 1/4, SE 1/4, Section 20, thence South 1° 00' West a distance of 439.0 feet to the beginning of a curve to the Southeast, central angle 28° 04', a tangent 143.4 feet, radius 573.69 feet, thence along the curve a distance of 281.03 feet to the point of tangent, thence along the tangent 303.0 feet to the beginning of a curve to the South central angle 26° 38' tangent 226.14 feet, radius 955.37 feet, thence along the curve a distance of 444.09 feet to the point of tangent. Point of tangent being 94.83 feet South of the Southeast corner of said NW 1/4, SE 1/4, Section 20 being the East line of said NW 1/4, SE 1/4; Beginning at a point 750.94 feet West of the NE corner of the said NW 1/4 of the SE 1/4 of Section 20, thence South 1° 00' West a distance of 570.0 feet, being the point of beginning, thence South 1° 00' West a distance of 194.0 feet, thence East to the center line of Oakdale Avenue a distance of 559.82 feet, thence North 27° 04' West 60.36 feet to the beginning of a curve to the right, radius 573.69 feet thence along the curve 149.19 feet, thence West 479.09 feet to the point of beginning.

and also described as:

All that part of the NW 1/4 of the SE 1/4 of Section 20, Township 28, Range 22, Dakota County, Minnesota, lying Westerly of the center line of Oakdale Avenue, said center line being described as follows:

Beginning 286.94 feet West of the Northeast corner of the said NW 1/4 SE 1 /4, Section 20; thence South 1° 00' West a distance of 439.0 feet to the beginning of a curve to the Southeast, central angle 28° 04', a tangent 143.4 feet, radius of 573.69 feet; thence along the curve a distance of 281.03 feet to the point of tangent; thence along the tangent 303.0 feet to the beginning of a curve to the South, central angle 26° 38', tangent 226.14 feet, radius 955.37 feet; thence along the curve 444.09 feet to the point of tangent, point of tangent being 94.83 feet South of the Southeast corner of the said NW 1/4 SE 1/4, Section 20, being the East line of said NW 1/4 SE 1/4 and said center line there terminating,

Said property being described as commencing at the NE corner of said NW 1/4 of the SE 1/4; thence on an assumed bearing of West, along the North line of said NW 1/4 of the SE 1/4 a distance of 750.94 feet; thence South 1° 00' West a distance of 570.0 feet to the point of beginning; thence continue South 1° 00' West a distance of 194.00 feet; thence East to the center line of Oakdale Avenue a distance of 559.82 feet; thence North 27° 04' West along the center line, 60.36 feet to the beginning of a curve to the right, radius of 573.69 feet; thence along the curve, also being along said center line, 149.19 feet; thence West 479.09 feet to the point of beginning.

("the Property"); and

**WHEREAS**, More Space has proposed to build a self-storage facility, as more further described in the Business Subsidy Application (the "Project"), for a use that is consistent with the terms and conditions of this Agreement and is seeking a business subsidy ("Business Subsidy") from the EDA in the amount of twenty five thousand dollars (\$25,000); and

**WHEREAS**, the EDA believes the proposed Project would be desirable for the City; and

**WHEREAS**, the Project meets all criteria for awarding a Business Subsidy established by the EDA Policy on Business Subsidies and due to the estimated cost of the Project, it is not financially feasible without public assistance.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is acknowledged, and in consideration of the covenants and agreements made herein, More Space and the EDA hereby agree as follows:

#### **AGREEMENT**

1. The Business Subsidy comprises of a forgivable loan in an amount up to twenty five thousand dollars (\$25,000). The forgivable loan shall be due and payable to More Space in a lump sum following receipt by the EDA of invoices for work performed following completion of the Project.
2. The public purposes of the Business Subsidy are as follows:
  - a. Promote the economic and commercial redevelopment of the City;

- b. Preserve the local tax base and improve the general economy and vitality of the City;
  - c. Promote the health, safety and welfare of the residents of the City;
  - d. Remove, prevent or reduce blight, blighting factors or the cause of blight in the City;
  - e. Attract, retain, rehabilitate and preserve commercial facilities;
  - f. Eliminate or improve structurally substandard buildings;
  - g. Promote private investment in a blighted or economically depressed area, which can be expected to stimulate additional investment;
  - h. Afford maximum opportunities, consistent with the needs of the City as a whole, for the redevelopment of the area by private enterprise.
3. The goals for the Business Subsidy are to secure timely development and maintain the Property as a commercial building for at least five (5) years.
  4. More Space will construct the Project pursuant to all approvals or licenses required by the City, with a completion date of May 31, 2022 (“Completion Date”).
  5. Upon completion of the Project, More Space, its tenants, permitted successors or assigns, will continuously occupy the Property for at least five (5) years, except in the event of unforeseeable casualty, in which event, More Space shall rebuild and reopen as soon as commercially reasonable.
  6. If More Space complies with the terms and conditions of this Agreement, the Business Subsidy will be forgiven five (5) years after the Completion Date. If More Space does not comply with the terms and conditions of this Agreement, More Space shall pay back a portion of the Business Subsidy on a prorated basis, with interest, based on the portion of the five-year operation period elapsed as of the date of default.
  7. More Space must submit to the EDA a written report regarding Business Subsidy goals and results by no later than March 1<sup>st</sup> of each year, commencing March 1, 2023 and continuing until the later of the date that the goals are met; or thirty (30) days after expiration of the five-year period; or if the goals are not met, then the date the Business Subsidy is repaid. The report must comply with Section 116J.994 subd. 7 of the Business Subsidy Act. The EDA will provide information to More Space regarding the required forms. If More Space fails to timely file any report required under this section, the EDA will send More Space a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, More Space fails to provide a report, More Space must pay the EDA a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this section is \$1,000.

8. The parties agree that this Agreement shall be construed pursuant to Minnesota law and any disputes shall be venued in Dakota County, Minnesota.

9. Notices to the parties shall be sent as follows:

If to EDA:	West St. Paul EDA Attn: Executive Director 1616 Humboldt Ave. West St. Paul, MN 55118
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If to More Space:	More Space, LLC Attn: Lawrence M. Koland 4813 Blaine Avenue Inver Grove Heights, MN 55076
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10. This Agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

11. This Agreement shall only be amended by written agreement approved by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first written above.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]**

**WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY**

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David J. Napier  
Its: President

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James Hartshorn  
Its: Executive Director

STATE OF MINNESOTA            )  
  )ss  
COUNTY OF DAKOTA            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by David J. Napier and James Hartshorn, the President and Executive Director, respectively, of the City of West St. Paul Economic Development Authority, a Minnesota public body corporate and politic existing under the Constitution and laws of Minnesota, on behalf of the EDA.

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Notary Public



CITY OF WEST ST. PAUL

BUSINESS SUBSIDY APPLICATION

Name of Applicant (individual or corporation): More Space, LLC

Site Location OAKDALE, A/E PID: 42-02000-78-060  
Business Address: ~~1017 W. WASHINGTON~~ City: WEST ST. PAUL Rent or Own? OWN

Phone: Business (651) 338-8785 Home: ( ) Fax: ( )

Owner of Project Site (if different): DJJ HOLDINGS, LLC

Business Organization: Sole Proprietor  Partnership  Corp.  LLC

Names of Partners or Shareholders:  
LAWRENCE KOLAND  
RUSS ZELMER

Product or Service:  
CLIMATE CONTROLLED SELF-STORAGE

No. of Employees (incl. Owners) 6 No. of Employees Projected 6-8

Wage rates \$16/hr. Projected Wage Rate for new employees \$13/hr.

Description of Proposed Project  
SELF STORAGE FACILITY TO BE CONSTRUCTED UPON A CURRENTLY VACANT LOT. THE SITE IS CONSTRAINED IN SIZE, SOILS, POTENTIAL CONTAMINATION, COUNTY RESTRICTIONS AND SET BACKS AS WELL AS STORM WATER FACILITIES AND DRAINAGE. ENGINEERING CONSTRAINTS INCLUDE REMOVAL OF EXCESS SOILS, RIGHT-OF-WAY CONSIDERATIONS.

Participating Lender: DRAKE BANK Loan Officer: WILLIAM LESHER Phone: 651-767-9808

Uses of Funds:

Types of Expenditure	Cost
- <u>SITE DEVELOPMENT, SOILS REMEDIATION AND REMOVAL</u>	<u>\$ 218,000</u>
- <u>BUILDING CONSTRUCTION</u>	<u>\$9,000,000</u>
- <u>BUSINESS DEVELOPMENT, MARKETING, IMPROVEMENTS (DRIVE THRU LANE); DESIGN, ENGINEERING</u>	<u>\$ 160,000</u>
Total Uses <u>1</u>	<u>\$ 9,378,000</u>

City of West St. Paul  
 Business Subsidy Application  
 Page Two

Scheduled Project Start Date: SUMMER 2021 Project Completion Date: SPRING 2022

Sources of Funds:

	Source Amt.	Pct. Rate	Term	Collateral	Payment
Personal Equity	\$2,344,500	25%	N/A	N/A	N/A
Business Equity	N/A		N/A		
Bank: <u>DRAKE</u>	\$7,008,500	74.997%	20 YRS	T.D.B.	T.B.D
Bank:					
Other:					
West St. Paul EDA	\$251,000	.003%			
Total Sources	\$9,376,000	100%			

All grants require at least equal to the amount of the grant.

Please include the following with your application:

- A map showing the location of the project.
- A statement indicating why the funds are necessary to undertake this project, how proposal meets business subsidy criteria, and if the project will proceed without assistance.

Additional information may be requested as needed. The City of West St. Paul reserves the right to approve or deny applications for the Business Subsidies Program.

I certify that the above information, and any additional information enclosed herein, is true and correct to the best of my knowledge.

Signature of Applicant: 

Date: 5/18/2020

Submit to: Jim Hartshorn, Community Development Director  
City of West St. Paul  
1616 Humboldt Avenue  
West St. Paul, MN 55118  
Or email to [jhartshorn@wspmnm.gov](mailto:jhartshorn@wspmnm.gov)

For further information or clarification, call (651) 552-4140

**More Space Self Storage, LLC**  
4813 Blaine Ave.  
Inver Grove Heights, MN 55076

May 27, 2020

Jim Hartshorn, Community Development Director  
City of West St. Paul  
1616 Humboldt Ave.  
West St. Paul, MN 55118

RE: BUSINESS SUBSIDY APPLICATION  
Site Location: Oakdale Ave, West St. Paul, PID: 42-02000-78-060

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The site has been vacant for many of the reasons outlined within the accompanied Business Development Application. During the process of our due diligence we discovered many barriers to developing this location. The site soils are excessive due to the topography, thusly requiring the costly export of soils. The site has significant volunteer tree growth, this too is costly to remediate. Since the site is not currently platted several additional barriers exist. Site access is a development constraint as well as the County increase in right-of-way. These are just a few of the factors that limit the site potential for development.

These constraints make the site virtually undesirable for development. More Space Self Storage, LLC is engaging the possibility to develop the site for the purpose of Self Storage. The city of West St. Paul will benefit greatly by having Self Storage in this location. Residents will be able to utilize our unique drive-thru feature to access their stored belongings. The City benefits in this development with an increased tax base 15 times more than the current tax base. An EDA development grant will have a tremendous payback for the City and Residents of West St. Paul.

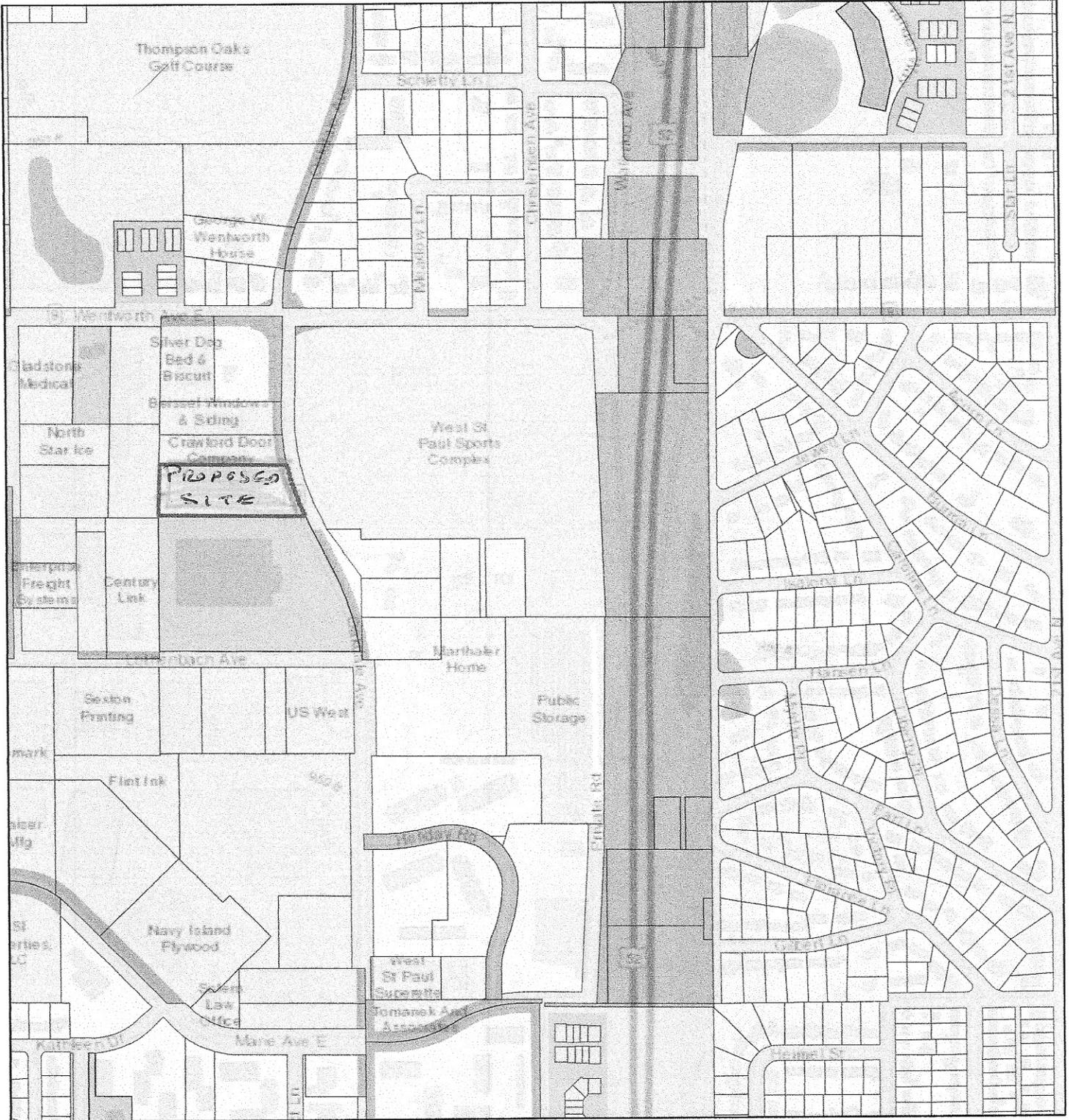
Please consider our application for a grant of funds to directly facilitate the development of this long-vacant parcel. Without this assistance these small and constrained parcels will not likely be developed in the foreseeable future. More Space Self Storage looks forward to being able, once again, to develop and do business with and within the City of West St. Paul and the Economic Development Authority.

Sincerely,



Lawrence M. Koland, Managing Partner  
More Space Self Storage, LLC

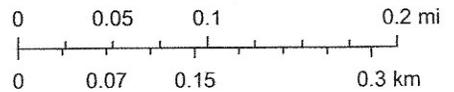
# Property Map



5/26/2020, 8:52:51 PM

1:9,028

- Tax Parcels
- Multi-owner Parcel
- Water in Tax Parcel
- Right of Way Easement
- Dedicated Right of Way



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



# More Space Self-Storage

1777 Oakdale Avenue  
West St. Paul, MN

### Planning Review Summary

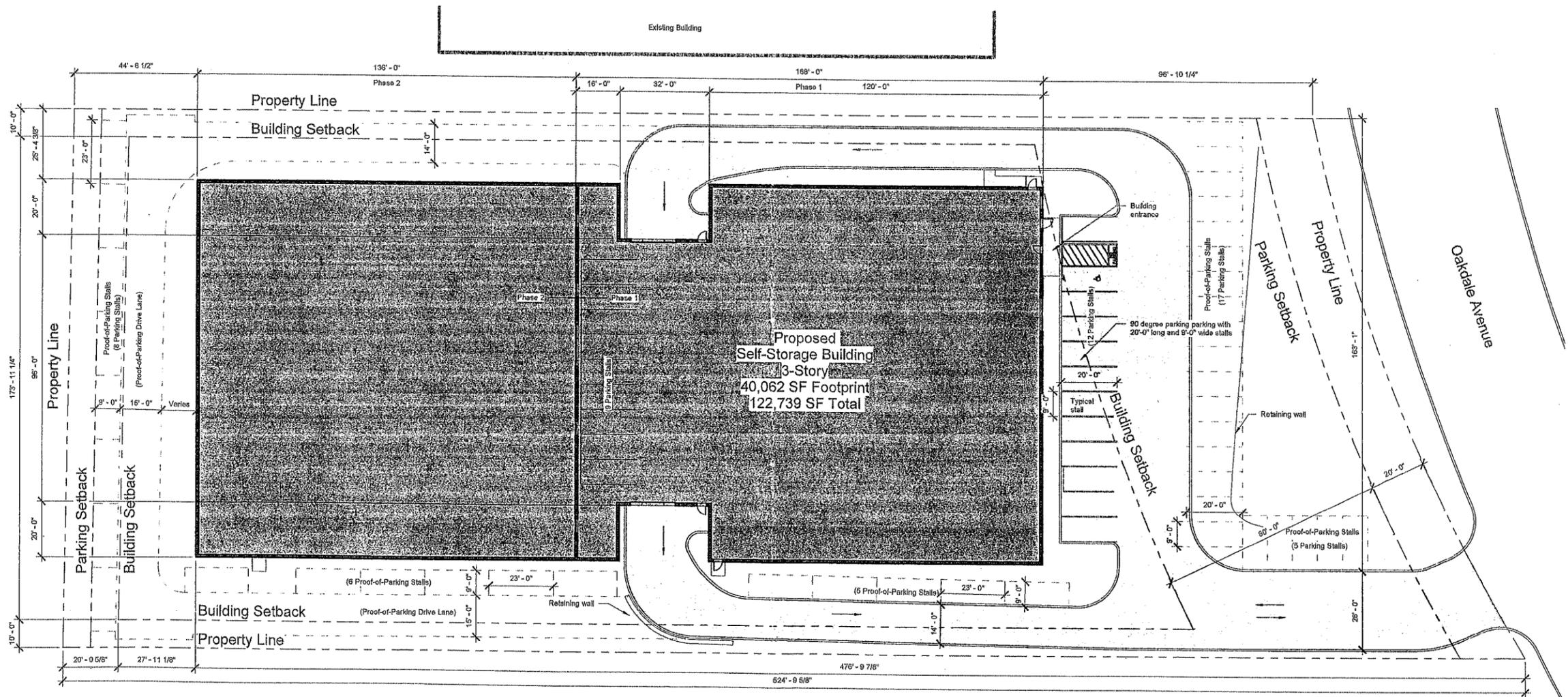
**Site Statistics:**  
 Site Area 92,853 SF  
 2.13 Acre  
 Property Zoned I-1 - Light Industrial  
 Allowed Use Storage  
 Proposed Use Storage (Climate Controlled Self-Storage)

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

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

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

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



PREPARED BY: CNH ARCHITECTS, INC.  
 SPECIFICATION OF SERVICES AND FEE SCHEDULE PREPARED BY:  
 CNH ARCHITECTS, INC. 7000 WEST 147TH STREET, SUITE 504, APPLE VALLEY, MN 55124-7500 (652) 431-4423  
 MAILING ADDRESS: 1777 OAKDALE AVENUE, WEST ST. PAUL, MN 55150  
 PRINT NAME: Quintin S. Hulson  
 SIGNATURE: *Quintin S. Hulson*  
 DATE: 5/6/2020 U.C. NO.: 21224

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

More Space - West St. Paul

1777 Oakdale Avenue  
 West St. Paul, MN

Site Plan

CS01

NOT FOR CONSTRUCTION

C:\Users\quhulson\Documents\19122 - More Space - West St. Paul\_F\Nelson.dwg  
 5/6/2020 12:58:10 PM

A1 Site Plan  
 CS01 1" = 20'-0"



3200 WEST 147TH STREET, SUITE 504, APPLE VALLEY, MN 55124-2960 (612) 434-4403  
© COPYRIGHT BY CNH ARCHITECTS, INC.

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY A PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 QUINN S. HULSON  
 PROFESSIONAL ARCHITECT  
 LICENSE NO. 21234  
 DATE: 5/6/20

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

More Space - West St. Paul

1777 Oakdale Avenue  
 West St. Paul, MN

Exterior Elevations

CS02

**K1 East Elevation**  
 1/16" = 1'-0"

East Elevation	
Raked exposed aggregate precast	17.6%
Flat exposed aggregate precast	65.5%
Glass	15.3%
Metal panel	1.5%

**G1 North Elevation**  
 1/16" = 1'-0"

East Elevation	
Raked exposed aggregate precast	28.7%
Flat exposed aggregate precast	69.8%
Glass	1.1%
Metal panel	0.4%

**D1 West Elevation**  
 1/16" = 1'-0"

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

**A1 South Elevation**  
 1/16" = 1'-0"

East Elevation	
Raked exposed aggregate precast	28.7%
Flat exposed aggregate precast	69.8%
Glass	1.1%
Metal panel	0.4%

NOT FOR CONSTRUCTION

C:\Users\quinnh\OneDrive\Documents\19122 - More Space - West St. Paul - Elevations.rvt  
 5/6/2020 1:25:28 PM

8/5/2020



**BID PROPOSAL**

To: Russ Zellmer  
Langer Construction

Project: More Space  
West St. Paul, MN

Plans Dated: 5/6/2020

Addenda: none

Thank you for the opportunity to partner with you on the above referenced project. Frattalone Companies, Inc. proposes the following:

**EARTHWORK**

<ul style="list-style-type: none"> <li>* Erosion Control: <ul style="list-style-type: none"> <li>Rock Entrance</li> <li>Silt fence</li> <li>Inlet protection for existing CB's</li> <li>Sweeping for our work</li> </ul> </li> <li>* Clear and grub trees</li> <li>* Strip/stockpile topsoil for re-use</li> <li>* Site cuts and fills to subgrade elevations</li> <li>* Foundation excavation and backfill - per progress set 4-15-2020</li> <li>* Import 6" sand cushion for SOG</li> <li>* Import aggregate for walks and site concrete</li> <li>* Backfill new curb</li> <li>* Re-spread on-site topsoil</li> </ul>	<p><b>Base bid</b></p> <p style="text-align: right;"><b>\$ 435,900.00</b></p>
<p><b>Alternate</b> Move bldg 10ft West of current location - export additional +/- 1,709 cy @\$18.20/cy <b>ADD</b></p>	<p style="text-align: right;"><b>\$ 31,103.80</b></p>

***The following are not included in our proposal:***

Bond, testing, surveying, permits, contaminated/hazardous material removals, soil correction, aggregate base for asphalt or c&g, vapor barrier, restoration, landscaping, planting soils, sod/seed, winter conditions.

\*\*\* *This quote is valid for 30 days from proposal date.*

It is the mission of Frattalone Companies to be "the trusted civil site construction contractor" for our clients - always delivering quality, commitment and creative solutions. We continually challenge ourselves to exceed our client's expectations for value, quality, safety and on-time performance. Please contact me if you have any further questions or concerns.

Sincerely,

Tom Everson  
Senior Estimator  
[TomE@Frattaloneco.com](mailto:TomE@Frattaloneco.com)  
Cell: 651.248-8176

To: **EDA President and Board**  
Through: **Ryan Schroeder, City Manager**  
From: **Executive Director Jim Hartshorn**  
Date: **September 14, 2020**

**Subject: Property Line Adjustment Request -1019 Smith/1010 Dodd**

**BACKGROUND INFORMATION:**

At the last EDA meeting, the Board reviewed options regarding a property line adjustment between 1019 Smith and 1010 Dodd. Mr. Buttgerreit, owner of 1019 Smith requested the property line adjustment to bring an existing fence onto his property rather than the adjacent property to the north 1010 Dodd Road, which is owned by the EDA. The proposed adjustment would move the property line 10 feet north.

The options included selling Mr. Buttgerreit 10 feet of EDA owned property, enter into an Easement Agreement with him or approve of an Encroachment Agreement. The Board supported an Encroachment Agreement and directed staff to bring back an Agreement for review on September 14.

**FISCAL IMPACT:**

		<b>Amount</b>
<b>Fund:</b>		<b>N/A</b>
<b>Department:</b>		
<b>Account:</b>		

**STAFF RECOMMENDATION:**

- Approve the attached Encroachment Agreement.

**ATTACHMENTS:**

- Encroachment Agreement
- Property Line Survey
- EDA Report – August 31, 2020

To: **EDA President and Commission**  
Through: **Jim Hartshorn, EDA Executive Director**  
From: **Melissa Sonnek, City Planner**  
Date: **August 31, 2020**

## **Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Michael Buttgerreit**

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### **BACKGROUND:**

Mr. Buttgerreit is requesting the review of a proposed property line adjustment to bring an existing fence onto his property rather than the adjacent property to the north 1010 Dodd Road, which is owned by the West St. Paul Economic Development Authority (EDA). The proposed adjustment is to move the existing property line 10ft north of where it is currently located.

### **ATTACHMENTS:**

*Property Survey*

*Planning Commission Memo*



**ANALYSIS:**

**Lot Summary**

Gross Acres – 0.14 Acres (6,417 sq. ft.)

Proposed Addition: 1,364 sq. ft. (southern 10ft of 1010 Dodd Rd).

**Existing Conditions**

As detailed above, the existing lot contains a single family home and a detached garage. The proposed property line adjustment will bring an existing fence and retaining wall legally back to the 1019 Smith Ave. property.

**PLANNING COMMISSION:**

The Planning Commission met in regular session on August 18<sup>th</sup>, 2020 to review the plans and held public hearing for the plat. No one from the public came forward or called to speak on the item. The Planning Commission voted 5-1 (Kavanuagh) in favor of continuing the review of the proposal, to allow the EDA to review the case and consider both options:

1. The sale of the property,
2. The creation of an easement/encroachment agreement.

**STAFF RECOMMENDATION:**

Staff recommends the EDA continue the public hearing to the next meeting to allow for additional time for both Staff and the EDA to review the item.



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

**Plat Review for Property Line Adjustment between 1019 Smith and 1010 Dodd – Michael Buttgerreit**

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**REQUEST:**

Mr. Buttgerreit is requesting the review of a proposed property line adjustment to bring an existing fence onto his property rather than the adjacent property to the north 1010 Dodd Road, which is owned by the West St. Paul Economic Development Authority (EDA). The proposed adjustment is to move the existing property line 10ft north of where it is currently located.

***ATTACHMENTS:***

*Application/Notice*  
*Engineering Review*  
*Property Survey*  
*Staff Presentation*



## CURRENT USES AND ZONING:

	Use	Zoning
<b>Subject Property</b>	Residential - Single Family Home	R1A – Single Family
<b>Properties to North</b>	N/A – Vacant Lot	B2 – Neighborhood Business
<b>Properties to East</b>	Commercial – Dodd Way Shopping	B2 – Neighborhood Business
<b>Properties to South</b>	Residential - Single Family Home	R1A – Single Family
<b>Properties to West</b>	Commercial – Office Building	B2 – Neighborhood Business

## ANALYSIS:

### Lot Summary

Gross Acres – 0.14 Acres (6,417 sq. ft.)

Proposed Addition: 1,364 sq. ft. (southern 10ft of 1010 Dodd Rd).

### Existing Conditions

As detailed above, the existing lot contains a single family home and a detached garage. The proposed property line adjustment will bring an existing fence and retaining wall legally back to the 1019 Smith Ave. property.

## ENGINEERING REVIEW:

The City Civil Engineer reviewed the plat application and requested the property dedicate 10 foot utility/drainage easements along the eastern property line (Smith Ave.) and 5 foot easements along all other property lines.

## STAFF RECOMMENDATION:

**Staff recommends the APPROVAL of the PROPERTY LINE ADJUSTMENT between 1019 Smith Avenue and 1010 Dodd Road, subject to the following conditions:**

1. Property line adjustment is contingent upon the EDA sale/purchase agreement for the 10ft of property detailed in the survey, and
2. Property owner shall provide drainage and utility easements around the perimeter of the property as noted in the Engineering memo dated August 6, 2020.

### Timeline

August 18 – PC Public Hearing

August 31 – CC Public Hearing

**ENCROACHMENT AGREEMENT  
1010 DODD ROAD  
IN THE CITY OF WEST ST. PAUL,  
DAKOTA COUNTY, MINNESOTA**

**THIS AGREEMENT** (“Agreement”) is made, entered into and effective this \_\_\_\_ day of September, 2020, by and among the West St. Paul Economic Development Authority, a Minnesota public body corporate and politic (“EDA”) and Michael T. Buttgerit and Sarah N. Lewandowski, joint tenants (“Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

**1.1 EDA.** “EDA” means the West St. Paul Economic Development Authority, a Minnesota public body corporate and politic.

**1.2 EDA Property.** “EDA Property” means the following real property located in the City of West St. Paul, Dakota County, Minnesota:

Lot 1, Block 2, R.C. Emerson’s Addition to West St. Paul, Dakota County, Minnesota.

**1.3 Landowner Property.** “Landowner Property” means the following real property located in the City of West St. Paul, Dakota County, Minnesota:

Lot 2, Block 2, R.C. Emerson’s Addition to West St. Paul, Dakota County, Minnesota.

**1.4 Landowner.** “Landowner” means, individually and collectively, Michael T. Buttgerit and Sarah N. Lewandowski, and their assigns and successors in interest.

**1.5 Landowner Encroaching Improvements.** “Landowner Encroaching Improvements” means the portions of Landowner’s existing fence, paver patio and retaining wall depicted on Exhibit A, attached hereto and incorporated herein, that are located on EDA Property.

**1.6 Maintain.** As used in this Agreement with respect to the Landowner Encroaching Improvements, “Maintain” and derivations thereof means to upkeep and repair in accordance with relevant City ordinances and regulations applicable to such structures.

**ARTICLE 2**  
**RECITALS**

**Recital No. 1.** Landowner owns the Landowner Property.

**Recital No. 2.** The Landowner Property is improved with Landowner Encroaching Improvements.

**Recital No. 3.** The EDA Property is North of and abuts the Landowner Property.

**Recital No. 4.** Landowner Encroaching Improvements are on the EDA Property.

**Recital No. 5.** The EDA will allow the Landowner Encroaching Improvements to remain on the EDA Property.

**ARTICLE 3**  
**AGREEMENTS**

**3.1 Use and Maintenance of Landowner Encroaching Improvements.** Under the terms and conditions stated herein, Landowner shall have the right to enjoy the use of the Landowner Encroaching Improvements, including reasonable ingress and egress from the Landowner Encroaching Improvements. Landowner shall, at Landowner’s expense, maintain the Landowner Encroaching Improvements.

**3.2 No Additional Structures or Expansion.** The Landowner Encroaching Improvements shall not be relocated, moved or expanded such that any further or different encroachment onto the EDA Property occurs. Landowner shall not place any other structures, retaining walls, irrigation systems, buildings, fences, landscaping, trees or shrubs within the footprint of Landowner Encroaching Improvements or elsewhere on EDA Property. If Landowner removes the Landowner Encroaching Improvements that are depicted on Exhibit A and they are not replaced for a period of one year, Landowner shall not thereafter replace the Landowner Encroaching Improvements and this Agreement as it relates to the removed Landowner Encroaching Improvements shall terminate.

**3.3 EDA Not Responsible for Landowner Encroaching Improvements.** Nothing contained herein shall be deemed an assumption by the EDA of any responsibility for construction, maintenance, replacement or repair of the Landowner Encroaching Improvements.

**3.4 Continuing Right to EDA Property.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the EDA holds to the EDA Property.

**3.5 Subordinate Position Of Landowner Encroaching Improvements.** The Landowner Encroaching Improvements are subordinate to the rights of the EDA in the EDA Property.

**3.6 Risk of Loss.** Landowner understands and agrees that the Landowner Encroaching Improvements on the EDA Property may be damaged by the EDA's use of the EDA Property. The parties agree that the EDA is not responsible for such events and provided the EDA did not act intentionally or recklessly to damage Landowner Encroaching Improvements, the EDA shall have no liability to Landowner for such events. Landowner assumes the risk of installing the Landowner Encroaching Improvements on EDA Property. EDA shall use its best efforts to give notice to Landowner of any potential damage to Landowner Encroaching Improvements prior to EDA's use on EDA Property.

**3.7 Emergency.** If the EDA determines in its sole discretion that an emergency exists on the EDA Property and Landowner Encroaching Improvements interfere with the EDA's ability to remedy or control such emergency, the EDA, without giving notice to the Landowner may remove all or portions of Landowner Encroaching Improvements in order to address the emergency. EDA shall not be responsible for any loss to Landowner for such actions.

**3.8 Remedies.** If the Landowner fails to perform its obligations under this Agreement, then the EDA may avail itself of any remedy afforded by law or in equity.

**3.9 Indemnification.** The Landowner shall indemnify, defend and hold the EDA, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the EDA incurs or suffers, which arise out of failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on his part to be observed or performed under this Agreement.

**3.10 Recording.** This Agreement shall be recorded with the Dakota County Recorder's Office against both the Landowner Property and the EDA Property.

**3.11 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and the EDA Property and shall be binding upon the heirs, successors, administrators and assigns of the parties for so long as the Landowner Encroaching Improvements remain on the EDA Property.

**3.12 Amendment and Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another; waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement; waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other; or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**3.13 Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota. Any action shall be venued in Dakota County, Minnesota.

**3.14 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**3.15 Headings.** The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

**3.16 Notice.** Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to EDA:	West St. Paul Economic Development Authority 1616 Humboldt Avenue West St. Paul, MN 55118
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If to Landowner:	Michael T. Buttgerreit Sarah N. Lewandowski 1019 Smith Avenue South West St. Paul, MN 55118
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or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above and not returned undeliverable, provided that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the year and day first set forth above.

**WEST ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
David J. Napier, President

\_\_\_\_\_  
James Hartshorn, Executive Director

STATE OF MINNESOTA            )  
  )        ss.  
COUNTY OF DAKOTA            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2020 by David J. Napier and James Hartshorn, the President and Executive Director respectively, of the West St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the Constitution and laws of Minnesota, on behalf of the EDA.

\_\_\_\_\_  
Notary Public

**LANDOWNER**

\_\_\_\_\_  
Michael T. Buttgereit

\_\_\_\_\_  
Sarah N. Lewandowski

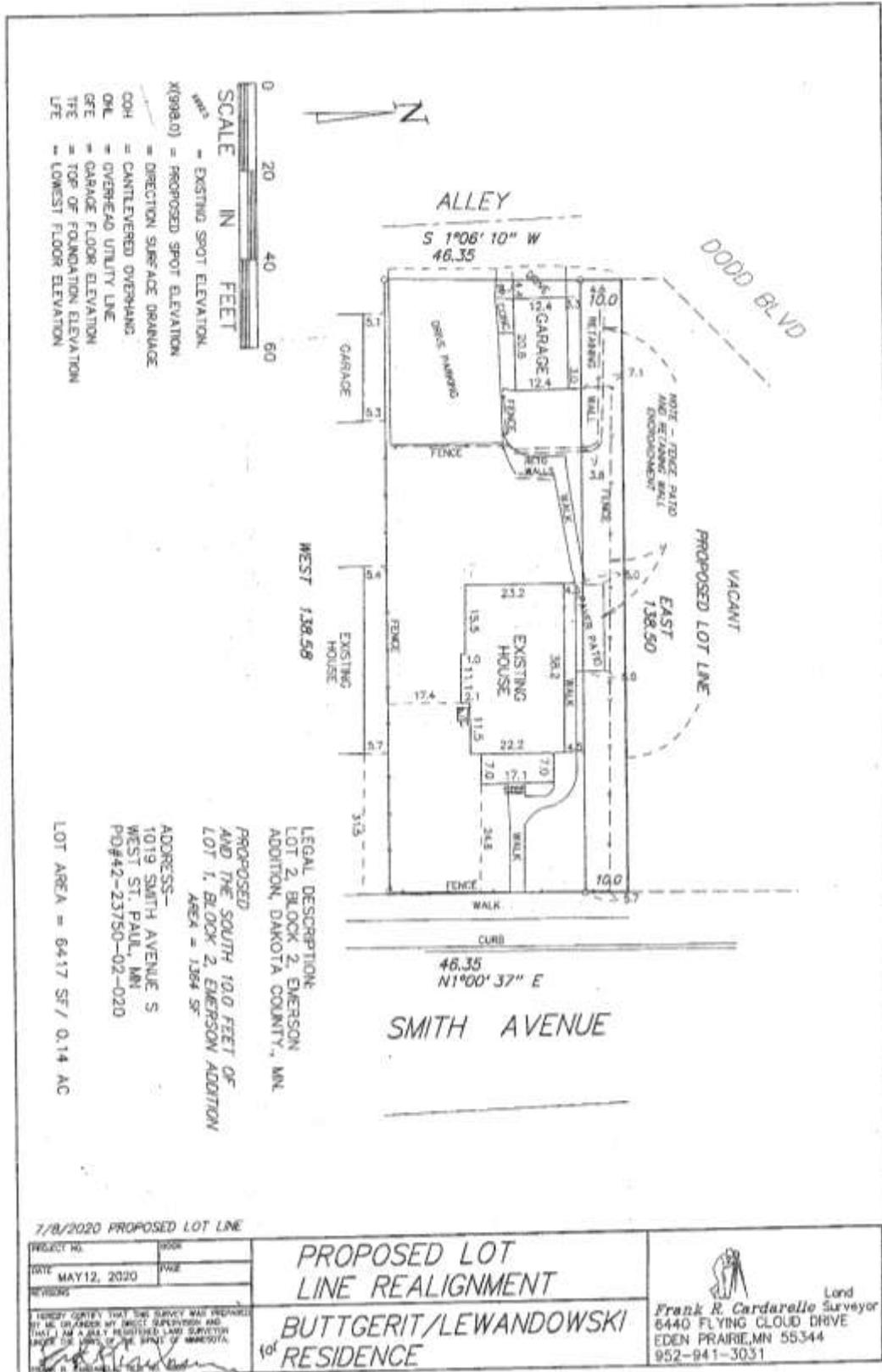
STATE OF MINNESOTA            )  
  )  
COUNTY OF DAKOTA            )        ss.

On this \_\_\_\_\_ day of September, 2020, before me a Notary Public within and for said County, personally appeared Michael T. Buttgereit and Sarah N. Lewandowski, as joint tenants, to me personally known.

\_\_\_\_\_  
Notary Public

**This Instrument Was Drafted By  
And After Recording Return To:**  
Korine L. Land (#262432)  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, MN 55075  
(651) 451-1831

**EXHIBIT A**  
**DEPICTION OF LANDOWNER ENCROACHING IMPROVEMENTS**



PROPOSED  
 AND THE SOUTH 100 FEET OF  
 LOT 1, BLOCK 2, EMERSON ADDITION  
 AREA = 1384 SF

LEGAL DESCRIPTION:  
 LOT 2, BLOCK 2, EMERSON  
 ADDITION, DAKOTA COUNTY, MN.

ADDRESS:  
 1019 SMITH AVENUE S  
 WEST ST. PAUL, MN  
 PD#42-23750-02-020

LOT AREA = 6417 SF / 0.14 AC

7/8/2020 PROPOSED LOT LINE

PROJECT NO.	BOOK
DATE	PAGE
REVISIONS	

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LEGALLY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Frank R. Cardarelli, Surveyor

**PROPOSED LOT  
 LINE REALIGNMENT**

**BUTTGERIT/LEWANDOWSKI  
 10<sup>th</sup> RESIDENCE**


  
 Frank R. Cardarelli Surveyor  
 6440 FLYING CLOUD DRIVE  
 EDEN PRAIRIE, MN 55344  
 952-941-3031