

## Metropolitan Parks and Open Space Commission Report

For the Community Development Committee meeting of July 15, 2019

**Subject:** Park Acquisition Opportunity Fund Grant for River to River Greenway Regional Trail, Dakota County (Blockbuster Parcel)

### Proposed Action

That the Metropolitan Council:

1. Approve a grant of up to \$427,597.50 to Dakota County to acquire a 0.55-acre easement across the Blockbuster property located at 1539 Robert Street South in the City of West St. Paul for the River to River Greenway Regional Trail, contingent on Council approval of the 2019 Quarter 2 Unified Budget Amendment, Business Item 2019-166 JT;
2. Authorize the Community Development Director to execute the grant agreement and restrictive covenant on behalf of the Council;
3. Consider reimbursing Dakota County for up to \$142,532.50 from its share of a future Regional Parks Bonding Program; and
4. Inform Dakota County that if the County fails to complete the needed land assemblage by December 31, 2022, then:
  - a. Dakota County agrees to reimburse the Council for the costs of this property
  - b. The future reimbursement consideration for this acquisition is nullified; and
5. Inform Dakota County that the Council does not under any circumstances represent or guarantee that the Council will grant future reimbursement and that expenditure of local funds never entitles a park agency to reimbursement.

### Summary of Committee Discussion/Questions

Colin Kelly, Planning Analyst, presented this item to the Metropolitan Parks and Open Space Commission (MPOSC) at its meeting on July 9, 2019. Al Singer (Dakota County) and Community Development Director Lisa Barajas were present and responded to questions. Commissioner Harris asked why presentations highlight connections to Metro Transit routes. Kelly responded that fellow commissioners had expressed an interest in the connections between transit and the Regional Park System.

Commissioner Taylor asked about the previously secured funds for the tunnel that would pass under Robert Street. Singer responded that funds had been committed at the state and federal level. Taylor also asked if the regional trail would make a connection back to Saint Paul. Singer responded that the County is working on a connection through Kaposia Park and north through Holman Field Airport.

Commissioner Peichel asked about the other parcels outlined in the Joint Powers Agreement. Singer responded that the County had secured the parcels to the east of Robert Street.

Chair Yarusso asked about the fourth proposed action and whether further definition of “complete the needed land assemblage” was needed. Barajas responded that the language and the date included in the proposed action mirror what is agreed upon by the County and West St. Paul in the Joint Powers Agreement.

The Metropolitan Parks and Open Space Commission voted unanimously to recommend the proposed action.

## Metropolitan Parks and Open Space Commission

Meeting date: July 9, 2019

For the Community Development Committee meeting of July 15, 2019

For the Metropolitan Council meeting of July 24, 2019

**Subject:** Park Acquisition Opportunity Fund Grant for River to River Greenway Regional Trail, Dakota County (Blockbuster Parcel)

**MPOSC District, Member:** G, Anthony Taylor

**Council District, Member:** 13, Chai Lee

**Policy/Legal Reference:** Minn. Stat. § 85.53, subd. 3(4) and Minn. Stat. § 473.315; *2040 Regional Parks Policy Plan* Siting and Acquisition Policy – Strategy 1; Planning Policy – Strategy 1; System Protection Strategy4; Finance Strategy 7

**Staff Prepared/Presented:** Colin Kelly, Planning Analyst, 651-602-1361

**Division/Department:** Community Development / Regional Planning

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5. Inform Dakota County that the Council does not under any circumstances represent or guarantee that the Council will grant future reimbursement and that expenditure of local funds never entitles a park agency to reimbursement.

### Background

#### *Regional Park Implementing Agency (Agency) and Location*

Dakota County requested this grant on December 14, 2018. A copy of the Agency's request is attached to this item as Exhibit 2. Consideration of the Agency's request was delayed until July 2019 to utilize the state fiscal year 2020 appropriation for the Parks and Trails Legacy Fund for acquisition.

The River to River Greenway Regional Trail is an eight-mile long, predominately east-west regional trail corridor that connects the Mississippi River at Lilydale – just downstream of its confluence with the Minnesota River – to the Mississippi River at South St. Paul. Much of the paved trail along the corridor exists today, with trailheads at the Big Rivers Regional Trailhead

in Lilydale and the Simon's Ravine Trailhead in Kaposia Park. This easement will help make a critical trail connection in this urban context, located near the intersection of South Robert Street and Crawford Drive, in West St. Paul.

Metro Transit Routes 417, 75, 452, and 71 serve various points along the regional trail corridor. A Park and Ride lot is available at the West St. Paul Sports Complex at the intersection of Oakdale Avenue and Wentworth Avenue East. The regional trail is across the street from the Park and Ride lot.

### Funding sources

The Council's Park Acquisition Opportunity Fund (PAOF) provides resources to purchase property and easements via two state sources: the Parks and Trails Legacy Fund (PTLF) and the Environment and Natural Resources Trust Fund (ENRTF). The Council contributes further by matching every \$3 in state funds with \$2 in Council bond proceeds. Between them, state and Council funds contribute up to 75% of the purchase price and eligible costs; the Regional Park Implementing Agency (Agency) contributes the remaining 25% as local match. The Council will fund this grant through PTLF/PAOF and Council match.

### Council review

Council staff:

- reviews each PAOF request to ensure that the proposed acquisition complies with state statute and Council policy;
- ensures that all necessary documentation is in place and that the appraisal is reasonable and appropriate; and
- processes requests on a first-come-first-served basis.

### Subject property

The subject property comprises two parcels that previously held a Blockbuster Video store, which the City of West St. Paul's Economic Development Authority purchased for redevelopment in 2014. This acquisition request entails slightly less than half of the two parcels, limited to the northernmost 70 feet of the site (shaded in yellow in Figure 1). The planned greenway will cross Robert Street via a tunnel that is slated to run under the intersection of South Robert Street and Crawford Drive. This property is needed to construct the tunnel approach from the west, as well as to construct the trail itself.

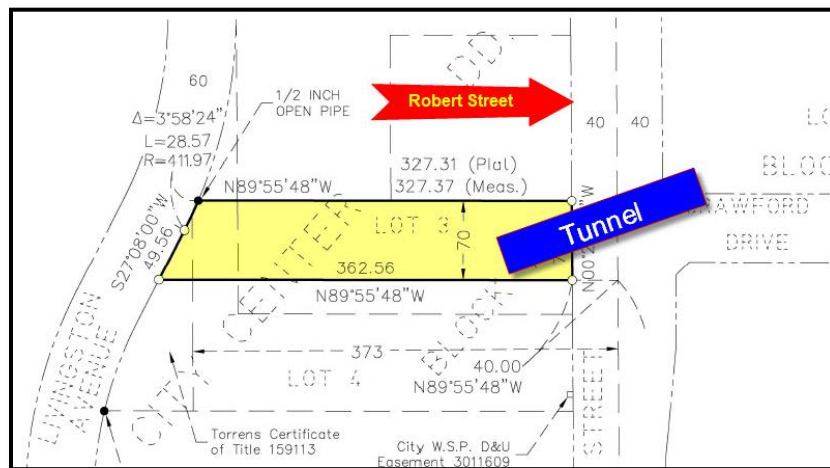


Figure 1: Property location

The City has \$2.2 million in general obligation bond grants from the State of Minnesota to design and build the tunnel. The City and Dakota County have executed a Joint Powers Agreement that governs how the two entities will work together to complete the land assembly and tunnel construction in support of the greenway. Because the planned land assembly is complicated and will take another one to three years, the County has agreed that it will reimburse the Council for the costs of this property should it fail to complete the needed assemblage.

The former Blockbuster store has been demolished, and the property is currently undeveloped without existing natural resources.

### *Acquisition details*

The City of West St. Paul currently owns the former Blockbuster property which, according to the Joint Powers Agreement, was acquired by the City's Economic Development Authority for the partial purpose of developing the Greenway. Approximately 70 feet of the northern portion of the property is needed for the Greenway project, which the City agrees to sell as an easement to the County. The City has agreed to administratively subdivide the two parcels at no cost to the County.

The property is located within the Council-adopted corridor for the River to River Greenway Regional Trail. The Master Plan recognizes acquisition of an easement on the City property as a high priority for completing the regional trail.

### **Rationale**

This acquisition is consistent with:

- The *2040 Regional Parks Policy Plan*
  - Planning Policy Strategy 1 requires that before an Agency can receive a grant for acquisition, the proposed project must be consistent with a Council-approved master plan. The proposed acquisition is consistent with the River to River Greenway Regional Trail Master Plan.
  - Siting and Acquisition Strategy 1 requires that lands with natural resource features, access to water, and/or restoration potential will be a priority for the Regional Parks System. Although this property does not currently hold high-quality natural resources, it is necessary for the regional trail to traverse a developed area.
  - System Protection Strategy 4 requires that a Phase 1 Environmental Site Assessment (ESA) must be completed on land that is suspected to be contaminated or land suspected to have abandoned wells as part of its due diligence process for land acquisition. The Phase I ESA identified “no controlled recognized environmental conditions or historical recognized environmental conditions in connection with the Site.”
  - Finance Strategy 7 authorizes the use of PAOF as the funding mechanism for the acquisition of Regional Park lands and matching every \$3 in state funds with \$2 in Council bonds.
- The River to River Greenway Regional Trail master plan, approved by the Council on January 11, 2017 ([\*Business Item 2016-255\*](#)); and
- All requirements of Parks and Trails Legacy Fund and the state fiscal year 2020 appropriation. This funding aligns with the goals of the Parks and Trails Legacy Fund strategic pillar of “Acquire land – create opportunities.”

## Thrive Lens Analysis

This request is consistent with Thrive’s Livability outcome because the Council’s investment in the Regional Trail will increase access to nature and outdoor recreation, thereby enhancing the region’s quality of life.

## Funding

### Project budget

The appraised value is \$564,500, and the Agency has offered the seller 100% of the appraised amount plus closing and other costs as shown below.

Table 1. Project Budget and Grant Structure

<b>Budget item</b>	<b>Requested amount</b>
Purchase price	\$564,500.00
Due diligence (appraisal, Phase I environmental site assessment, etc.)	4,500.00
Holding and closing costs	1,130.00
Stewardship	0
<b>Total costs</b>	<b>\$570,130.00</b>
<b>Grant structure</b>	
State FY 2020 PTLF PAOF	\$256,558.50
Council bonds	<u>171,039.00</u>
<b>Grant amount not to exceed</b>	<b>\$427,597.50</b>
Local match	\$142,532.50

### Future reimbursement consideration

The Agency is also requesting that the Council consider reimbursing its local match of \$142,532.50 for this acquisition at some point in the future as a part of a regular Regional Parks Bonding Program. A request for “future reimbursement consideration” is the first step in a process Agencies may use to request repayment of their match amount for this acquisition in a future bonding cycle. Because the Council issues bonds to match every \$3 of state bonding with \$2 of Council bonds for a given state bonding cycle, such reimbursements are limited. The Council is under no obligation to reimburse this amount.

## Known Support / Opposition

There is no known opposition.

## Exhibit List

- Exhibit 1: Images
- Exhibit 2: Grant request letter
- Exhibit 3: Grant application
- Exhibit 4: Board approval to purchase property
- Exhibit 5: Purchase agreement
- Exhibit 6: Appraisal excerpt



## Exhibit 1 – Images

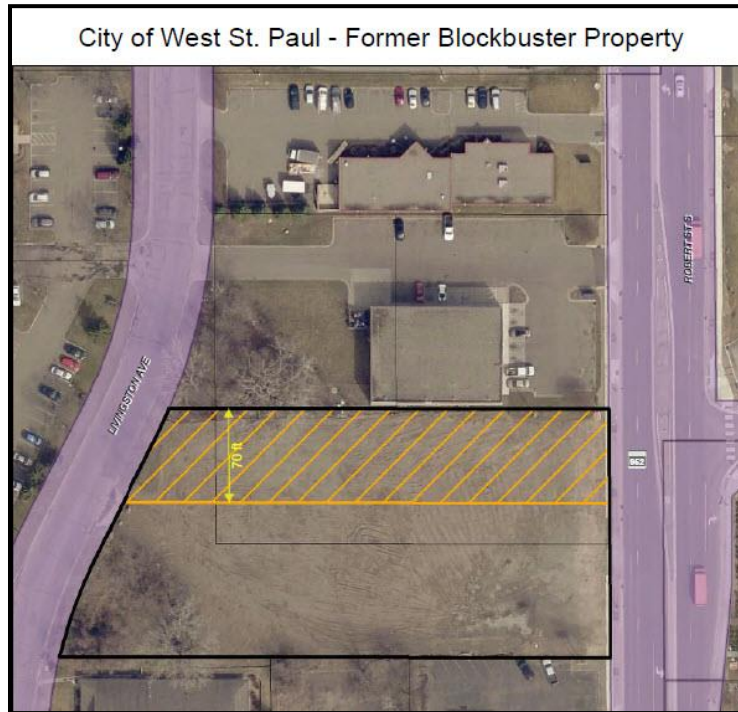


Figure 2: Aerial photo of site

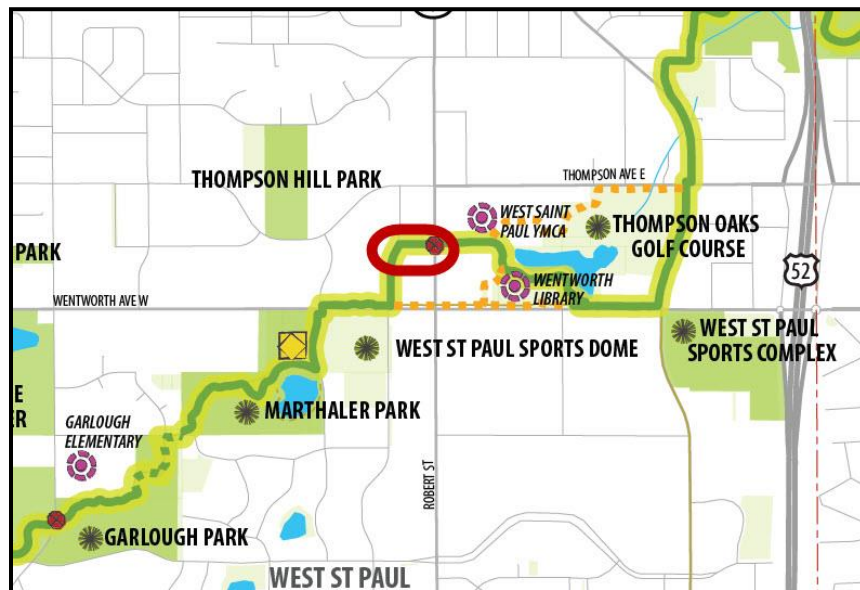


Figure 3: Location of site within the River to River Greenway Regional Trail alignment



December 14, 2018

Deb Jensen  
Metropolitan Council  
390 North Robert Street  
St. Paul, MN 55101

**Physical Development Division**

Dakota County  
Western Service Center  
14955 Galaxie Avenue  
Apple Valley, MN 5 5124

952-891-7000  
Fax 952-891-7031  
[www.dakotacounty.us](http://www.dakotacounty.us)

**Environmental Resources**  
Land Conservation  
Groundwater Protection  
Surface Water  
Waste Regulation  
Environmental Initiatives

**Office of Planning**

**Operations Management**  
Facilities Management  
Fleet Management  
Parks

**Transportation Department**  
Highways  
Surveyor's Office  
Transit Office

Dear Deb:

Dakota County requests Metropolitan Council consideration for authorizing an Acquisition Opportunity Fund (AOF) grant for the purchase a regional greenway trail easement on the former Blockbuster property originally acquired for commercial development purposes by the City of West St. Paul (City) located within the adopted River to River Regional Greenway Master Plan corridor.

The River to River Regional Greenway Master Plan recognizes acquisition an easement on the City property as a high priority for completing the regional greenway. The 70-foot wide corridor, totaling 0.55 acres, will allow the planned and funded construction of a tunnel beneath South Robert Street. See Attachment A: Location Map and Attachment B: Legal Description.

The County completed, reviewed and accepted an independent appraisal to substantiate the purchase price for the property.

The total estimated expenses for this acquisition project are as follows:

Expense Item	Amount
Purchase Price	\$564,500
Title Insurance	\$1,130
Relocation and Moving Expenses	\$0
Environmental Assessment/Remediation	\$0
Appraisal	\$4,500.00
Environmental Assessment	\$0
Payment in lieu of Taxes	\$0
Prorated City of West St. Paul Property Tax	\$0
Stewardship	\$0
Total	\$570,130
Requested AOF funding (75 percent of total cost)	\$427,598
County Match (25 percent of total cost)	\$142,533




The Dakota County Board of Commissioners authorized acquisition of the City property and submission of an AOF grant request through approval of a Joint Powers Agreement with the City by Resolution (See Attachment C: Resolution No. 18-534). The County will be utilizing a portion of its approved 2018 Capital Improvement Program acquisition budget to match the AOF funds being requested.

Thank you for considering this request.

Sincerely,



Steve Sullivan, Director  
Operations Management-Parks



Al Singer, Land Conservation Manager  
Environmental Resources

Enc.

cc: Taud Hoopingarner, Operations Management Director  
Tara Zgoda, Financial Analyst



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### Application

#### Instructions

**Print to PDF** will convert the application plus any PDF attachments into a single PDF file. **Release for Review** will change the status of the application to Under Review and move it on to the evaluation process. **Negotiation** will allow you to unlock one or more sections of the application and route the application back to the applicant for further editing. **Annotations** allow internal staff to add notes that are visible to internal staff only and possibly also reviewers if they have a special security privilege. The applicant cannot see these notes. **Versions** will display all component versions that were created as a result of the negotiation process. **Feedback** allows staff to enter feedback about the application to the applicant. The feedback text will appear at the bottom of the application and will be visible to anyone who has access to the application. **Withdraw** changes the status of the application to Withdrawn and removes the app from the evaluation process.

#### Application Details

[Map](#) | [Print to PDF](#) | [Negotiation](#) | [Annotations\(0\)](#) | [Versions](#) | [Feedback](#) | [Withdraw](#)

### 10851 - 2019 Parks Acquisition Opportunity Fund - Final Application

#### 11969 - Park Acquisition Opportunity Fund Grant for River to River Regional Greenway, Dakota County (Blockbuster) Parks Grants Acquisition

Status: Under Review Submitted Date: 12/19/2018 1:29 PM

#### Applicant Information

##### Primary Contact:

**Name:\*** Mr. Jeffrey J Bransford  
Salutation First Name Middle Name Last Name

**Title:\*** Senior Parks Management Specialist

**Department:** Parks

**Email:\*** [jeff.bransford@co.dakota.mn.us](mailto:jeff.bransford@co.dakota.mn.us)

**Address:\*** 14950 Galaxie Ave

**\* City State/Province Postal Code/Zip**  
 Apple Valley Minnesota 55124

**Phone:\*** 952-891-7168 Phone Ext.

**Fax:**

**What Grant Programs are you most interested in?\*** Parks Capital Improvement Program Grants

##### Authorized Official

**Name:\*** Mr. Steve Sullivan  
Salutation First Name Middle Name Last Name

**Title:\*** Park Director

**Department:**

**Email:\*** [steve.sullivan@co.dakota.mn.us](mailto:steve.sullivan@co.dakota.mn.us)

**Address:\*** 14955 Galaxie Ave

**\* City State/Province Postal Code/Zip**  
 Apple Valley Minnesota 55124

**Phone:\*** 952-891-7088 Phone Ext.

Fax:

What Grant Programs are you most interested in?\* Parks Legacy Fund

**Organization Information**

Name:\* DAKOTA COUNTY

Jurisdictional Agency (if different):

Organization Type: County Government

Organization Website:

Address:\* PARKS  
14955 GALAXIE AVE

\* APPLE VALLEY Minnesota 55124  
City State/Province Postal Code/Zip

County:\* Dakota

Phone:\* 952-891-7991 Ext.

Fax:

PeopleSoft Vendor Number 0000026855A13

**Project description**

Please limit acquisition requests to a single park or trail

Park or trail name River to River Greenway RT-Dakota County

**Master plan**

An acquisition request will not be considered complete or added to an ENRTF work plan until the property is included in a Council-approved master plan.

Is the project consistent with a Council-approved master plan? Yes

If yes, name of master plan and date of Council approval River to River Greenway Regional Trail Master Plan 01/11/2017  
Name of master plan Council approval date - Format: mmddyyyy (Do not enter any punctuation.)

If no, has a master plan amendment been submitted to the Council for review and approval?

**Acquisition method**

Acquisition method Fee title

If the acquisition method is anything other than routine, provide more detail.

This question seeks a general description of the acquisition method - is this a routine purchase, or does it involve a land donation, park dedication fees, condemnation, or some combination? Please use this space to describe the overall acquisition project.

Dakota County requests Metropolitan Council authorization for an Acquisition Opportunity Fund (AOF) grant for the purchase an easement in the City of West St. Paul for development of the River to River Greenway Regional Trail.

**Public domain**

Is any portion of the property currently in the public domain? Yes

If yes, describe/name the entity and the portion of the property it owns, as well as why this public-to-public transfer is necessary.

The request is for a regional greenway trail easement on the former Blockbuster property originally acquired for commercial development purposes by the City of West St. Paul. The property is located within the Council-adopted River to River Greenway Regional Trail Master Plan corridor. The Master Plan recognizes acquisition of an easement on the City property as a high priority for completing the regional greenway. The 70-foot wide corridor, totaling 0.55 acres, will allow the planned and funded construction of a tunnel beneath South Robert Street.

**Eminent domain**

If condemnation will be involved, include documentation of your governing body's authorization (on the Other Acquisition Attachments web page).

If condemnation is involved, date the petition was/will be filed.

If condemnation is involved, expected settlement date

**Are there easements or other encumbrances on any part of the property?** No

**If yes, describe**

N/A

**Closing date**

*The Council will process all acquisition requests expeditiously, but we do not guarantee that the approval process will be completed to meet your requested closing date. This date will be considered an **estimate** only. However, the acquisition must be completed during the grant term.*

**Estimated closing date** 06/28/2019  
Format: mmddyyyy (Do not enter any punctuation.)

**Date purchase agreement expires** 12/31/2022  
Format: mmddyyyy (Do not enter any punctuation.)

**Relocation costs**

*Payment of relocation costs are subject to both state and federal law. Please consult with Agency attorneys to determine applicability for this acquisition. If the seller has waived relocation rights, you must upload an executed copy of the waiver.*

**Does the requested grant amount include relocation costs?** No

**Appraisal**

*The appraisal must have an effective date within one year of the date the purchase agreement is signed. The appraisal **MUST** list the Metropolitan Council as an intended user, and the intended use must include "negotiation and grant reimbursement."*

**Appraisal effective date** 03/12/2018

**Appraised value** \$564,500.00

**Amount being offered the seller (net of closing and other costs)** \$564,500.00 100.0%  
% of appraised value

**Appraisal date** 04/02/2018

**Who performed the appraisal?** Patchin Messner Dodd & Brumm

**Who contracted for the appraisal (i.e., was it done at arms' length)?** Dakota County

**Was a survey done?** Yes

**Quality of natural resources - is the property...**

**...undeveloped?** Yes  
Fully Partially

**...wooded?**  
Fully Partially

**...shoreline?**  
Fully Partially

**Describe the existing natural resources it contains**

The site consists of two adjoining undeveloped parcels. A commercial building was demolished in 2015. The site has not been redeveloped.

**Suggested funding source**

*For guidance, see the PAOF rules in the 2040 Regional Parks Policy Plan at <http://metrocouncil.org/Parks/Publications-And-Resources/POLICY-PLANS/2040-Regional-Parks-Policy-Plan.aspx>; for **ENRTF fee title acquisition project requirements**, see [http://www.lccmr.leg.mn/pm\\_info/enrtf\\_fee-title-acquisition-project-requirements.pdf](http://www.lccmr.leg.mn/pm_info/enrtf_fee-title-acquisition-project-requirements.pdf)*

*The Council will review your project specifics and work with you to determine the optimal funding source(s).*

**Anticipated funding source** PTLF Legacy / Council match  
Select as many as apply

**Structures currently on the property**

**Does the property contain ANY structures?** No

**If yes, are there any habitable structures?** No

**If yes, what is the plan for the structure(s)?** N/A

**If there are habitable structures, could they be relocated? If yes, how? If no, why not?** N/A

**For ENRTF funding only**

**If this will use ENRTF funding, LCCMR rules require that you describe the selection process used to identify these proposed parcels.**

*NOTICE: ENRTF funding has specific requirements for disseminating information to the public when property is purchase through the Trust Fund. It is the agency's responsibility to meet those requirements and to provide documentation to the Council BEFORE payment will be made.*

N/A

Does the property currently contain any revenue-generating businesses? No

If the property contains habitable structures or revenue-generating businesses, describe:

N/A

*Relocation costs are governed by both state and federal law. If relocation costs are not requested as part of the grant, Agencies must upload an executed copy of the relocation waiver.*

Does the grant request include relocation costs? No

Is the Agency aware of any opposition to this acquisition? No

If yes, explain: N/A

**Stewardship and minimal access**

Describe the stewardship plan.

N/A

How will the stewardship implementation be funded?

N/A

Are you requesting funds to provide minimal access to the property (prior to it being open to the public) as part of this grant request? No

If yes, how will those funds be used? N/A

**Site Description**

**Land Use History**

Current land uses Commercial  
Select as many as apply

Previous land uses Agricultural, Commercial  
Select as many as apply

Adjacent land uses Commercial  
Select as many as apply

**Inspection**

Does the property contain any of the following? Trash/debris  
Select as many as apply

**Sellers and parcels**

Seller name	Parcel address	PID	Acres	Date PA signed	Habitable structures?	MN House district	City	County	Met Council district	MPOSC	Latitude	Longitude
West St. Paul Economic Development Agency	1539 Robert Street South, West St. Paul, MN	42-17800-01-030	0	11/20/2018	No	52A	West St. Paul	Dakota		G	44.899739	-93.082096
West St. Paul Economic Development Authority	1539 Robert Street South, West St. Paul, MN	42-17800-01-040	0	11/20/2018	No	52A	West St. Paul	Dakota 13		G	44.899811	-93.081170
			<b>0.00</b>									

**Local match**

**Source of local match**

Dakota County 2018 Capital Improvement Program, approved 12/12/2017

**Will you be requesting consideration for future reimbursement of any part of your local match?**

Yes

**If yes, how much?**

\$142,533.00

**Grant agreement signatories**

**Full name**

**Title**

**If this is an attorney, is the signature 'for form only'?**

Steven C. Mielke

Physical Development Division Director

Joseph Trojack

Assistant County Attorney

Yes

**Acquisition Costs**

**Cost Items**

**Amount**

**Purchase price**

Negotiated purchase price

\$564,500.00

**Appraisal expenses**

Appraisal

\$4,500.00

Appraisal review

\$0.00

**Environmental expenses**

Phase I environmental site assessment

\$0.00

Phase II environmental site assessment

\$0.00

Environmental contamination remediation

\$0.00

**Holding expenses**

Interest

\$0.00

Land stewardship

\$0.00

Land development

\$0.00

Pro-rated share of all property taxes/assessments

\$0.00

Legal services and closing costs

\$0.00

Property tax equivalency payment-473.341

\$0.00

Relocation costs to seller

\$0.00

State deed tax/conservation fee

\$0.00

Title insurance

\$1,130.00

Well disclosure statement

\$0.00

Other holding

\$0.00

**Other expenses**

Other expenses

\$0.00

**Totals**

**\$570,130.00**

**Total Estimated Acquisition Costs**

**Totals**

**Total acquisition cost**

**Total paid with state funds**

**Total paid with metro funds**

**Total paid by agency**

**Total grant amount**

Total Estimated Acquisition Cost (calculated after costs above are entered)

\$570,130.00

\$256,558.50

\$171,039.00

\$142,532.50

\$427,597.50

**Required Attachments - Acquisition**

Attachment

Description

File Name

Type File Size

**Section 1 - All of the following are required to**

**BEGIN review**



1 - Grant request letter	AOF Request Letter	<a href="#">AOF Request Letter 12-15-18.pdf</a>	pdf	69 KB
2 - Master plan documentation	Approved River to River Greenway Master Plan	<a href="#">RiverToRiver_MASTER_PLAN_oct2015.pdf</a>	pdf	15.2 MB
3 - RECORDED Governing Board action authorizing grant request	County Board Resolution 18-534	<a href="#">CB Res 18-534.pdf</a>	pdf	43 KB
4 - Signed purchase agreement/instrument	Joint powers agreement with City of West St. Paul. See Section 5a (pp. 6-7) for terms of purchase from City.	<a href="#">JPA EXECUTED Contract C0030771.pdf</a>	pdf	5.4 MB
5 - Appraisal report	Appraisal Report for 1539 Robert St S, West St. Paul	<a href="#">Final Appraisal Report.pdf</a>	pdf	9.4 MB
6 - Client's instructions to appraiser				
7 - Phase 1 ESA (if land may be contaminated or have abandoned wells)	Phase 1 Environmental Assessment	<a href="#">Former Blockbuster Phase 1 Environmental Assessment.pdf</a>	pdf	15.3 MB
8 - Legal description in Microsoft Word	Legal description	<a href="#">Former Blockbuster Legal Description 12-12-18.doc</a>	doc	26 KB
9 - Land stewardship plan				
10 - Relocation description and estimated costs OR signed waiver of relocation rights				
11.1 - For condemnations, copy of notice to Council prior to court filing				
<b>Required images</b>				
12 - Aerial photo showing park/trail boundary with parcel overlay	Aerial of parcel and easement acquisition	<a href="#">Former Blockbuster Property Map 12-12-18.pdf</a>	pdf	235 KB
13 - If this grant will serve as match to another grant, copy of other grant				
14 - For trails, parcel map showing trail route	Aerial of parcel and easement acquisition	<a href="#">Former Blockbuster Property Map 12-12-18.pdf</a>	pdf	235 KB
15 - Image documenting location of property within RPS unit	River to River Greenway Regional Trail context and acquisition area	<a href="#">Location Map Attach. A.pdf</a>	pdf	677 KB
<b>Section 2 - Cost documentation - upload only pertinent items</b>				
Itemized estimate of closing costs				
Phase 1 environmental assessment invoices				
State deed tax or conservation fee invoice				
Current property tax statement with pro-rated share of tax due				
Tax equivalency payment				
Title insurance invoice				
Appraisal invoice	Invoice	<a href="#">Appraisal Invoice 21804-1 - 5-8-18.pdf</a>	pdf	259 KB
Land stewardship estimated costs				
Appraisal review invoice				
Minimal access development estimated costs				
Phase II environmental assessment invoices				
Other acquisition costs report				
<b>Section 3 - Other attachments, as pertinent</b>				

Appraisal review report

Survey report

Certified Survey

**Former Blockbuster Certified Survey 12-12-18.pdf**

84  
KB

Phase II environmental assessment report

**Additional attachments**

File Name	Description	File Size
<b>Former Blockbuster Property Map 12-12-18.pdf (235 KB)</b>	Property map with easement acquisition identified	235 KB

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**BOARD OF COUNTY COMMISSIONERS  
DAKOTA COUNTY, MINNESOTA**

October 23, 2018  
Motion by Commissioner Slavik

Resolution No. 18-534  
Second by Commissioner Gerlach

**Authorization To Execute Joint Powers Agreement With City Of West St. Paul For Acquisition And Construction Of River To River Greenway Robert Street Grade-Separated Crossing And Trail Connections And Rescission Of County Board Resolution No. 18-490**

WHEREAS, by Resolution No. 15-431 (August 25, 2015), the Dakota County Board of Commissioners adopted the River to River Greenway Master Plan; and

WHEREAS, the Master Plan identified a preferred alignment which includes a grade-separated crossing of Robert Street; and

WHEREAS, the City of West St. Paul has secured \$2,200,000 in state bond funds to be used for the design acquisition and construction of the grade-separated crossing; and

WHEREAS, Dakota County has secured \$660,000 of federal transportation funds to construct trails connecting to the grade-separated crossing; and

WHEREAS; Dakota County will request reimbursement for all acquisition costs eligible for the Metropolitan Council Acquisition Opportunity Fund; and

WHEREAS, the City of West St. Paul has provided a resolution to enter into a joint powers agreement with Dakota County; and

WHEREAS, staff recommends authorization of a joint powers agreement as substantially presented at the October 16, 2018 Physical Development Committee of the Whole meeting for design, acquisition, and construction of the River to River Greenway Robert Street grade-separated crossing and trail connections, subject to approval by the County Attorney's Office as to form and rescission of Resolution No. 18-490 (September, 18, 2018).

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby authorizes the County Manager to execute a joint powers agreement with the City of West St. Paul to provide funding towards the design, acquisition, and construction of the River to River Greenway Robert Street grade-separated crossing and trail connections, subject to approval by the County Attorney's Office as to form; and

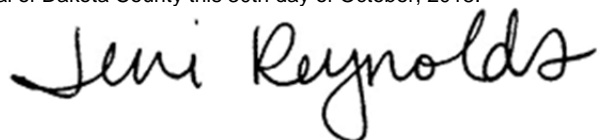
BE IT, FURTHER RESOLVED, that the Dakota County Board of Commissioners hereby rescinds County Board Resolution No. 18-490, which is hereby superseded by the forgoing authorization.

**STATE OF MINNESOTA  
County of Dakota**

	<b>VOTE</b>
<b>Slavik</b>	Yes
<b>Gaylord</b>	Yes
<b>Egan</b>	Yes
<b>Atkins</b>	Yes
<b>Workman</b>	Yes
<b>Holberg</b>	Yes
<b>Gerlach</b>	Yes

I, Jennifer Reynolds, Clerk to the Board of the County of Dakota, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Dakota County, Minnesota, at their session held on the 23rd day of October, 2018, now on file in the County Administration Department, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal of Dakota County this 30th day of October, 2018.



Clerk to the Board

**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF WEST ST. PAUL FOR COST CONTRIBUTION RELATED TO CONSTRUCTION OF THE RIVER TO RIVER GREENWAY - SOUTH ROBERT STREET CROSSING AND TRAIL CONNECTIONS PROJECT**

WHEREAS, Minn. Stat. §471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, Dakota County ("County") is a political subdivision of the State of Minnesota; and

WHEREAS, the City of West St. Paul is a Minnesota municipal corporation and the West St. Paul Economic Development Agency is a public body corporate and politic in the State of Minnesota (collectively herein referred to as the "City"); and

WHEREAS, the City and County are collectively herein referred to as the "Parties"; and

WHEREAS, the County has approved the River to River Regional Greenway ("Greenway") Master Plan which includes a portion of the Greenway in the City; and

WHEREAS, the City is eligible to receive \$2.2 Million of state bond proceeds for a non-grade crossing of South Robert Street for the purpose of developing the Greenway; and

WHEREAS the County is eligible to receive matching Acquisition Opportunity Fund ("AOF") funding from the Metropolitan Council for acquisition associated with the Greenway; and

WHEREAS, the City and the County have been coordinating on the location and construction of the Greenway in the City; and

WHEREAS, the City and County have agreed to cooperatively undertake and pay for necessary acquisition, design, road relocation, construction, and other related Greenway-related activities for a new segment of the Greenway in the

City from Livingston Avenue to the former Thompson Oaks Golf Course (“Golf Course”) including trail facilities, an underpass crossing at South Robert Street, and potentially the relocation of a portion of Crawford Drive (collectively herein referred to as the “Greenway Project”). The project area and segment alignment for the Greenway Project is generally depicted in the attached **Exhibit A**. This Greenway Project provides numerous public benefits and improves pedestrian safety and vehicular safety; and

WHEREAS the City and County have also agreed to cooperatively design and construct a wetland and water quality project on the Golf Course property (collectively herein referred to as the “Water Quality Project”) in connection with the redevelopment of property that includes a portion of the River to River Greenway within the Golf Course. The project area and segment alignment for the Greenway is generally depicted in the attached **Exhibit B**. This Water Quality Project provides numerous public and environmental benefits; and

WHEREAS, the City and the County desire to share roles, responsibilities and funding for the Greenway Project and Water Quality Project (collectively herein referred to as the “Projects”).

NOW THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Joint Powers Agreement (“Agreement”), the Parties will share responsibilities and jointly participate in the costs associated with the acquisition of property, design and construction, and related activities for the Projects as described in the following sections.

**1. Purpose**

The Purpose of this Agreement is to define the responsibilities, obligations and cost participation of the Parties related to the Projects.

**2. Term**

This Agreement shall be effective on the last date of the signatures of the Parties to this Agreement and shall remain in effect until December 31, 2022, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

**3. Cooperation**

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

**4. Funding Sources and Costs**

a. Greenway Project

i. State Bond Proceeds

The City is eligible to receive \$2.2 Million in state bond proceeds (“Bond Funds”) in accordance with Minnesota Session Laws 2014, chapter 294, article 1, section 16, subdivision 12, as amended by Minnesota Session Laws 2017, first special session, chapter 8, article 1, section 29, subdivision 12, and Minnesota Session Laws 2017, first special session, chapter 8, article 1, section 16, subdivision 8 to be used for acquisition, predesign, design and construction of a grade-separated crossing of South Robert Street in the area near Wentworth Avenue in the City for the Greenway, which includes Parcels 1,2 and 3, as defined in Section 5a, 5b and 5c respectively. The City shall make the Bond Funds available to the County for Greenway Project costs, including design and construction, by assigning the Bond Funds to the County. If the Bond Funds cannot be assigned to the County, the County will invoice the City for design and construction costs for the grade-separated crossing of South Robert Street and upon completion, the City shall transfer the facility and associated land rights to the County in accordance with the Minnesota Management and Budget (“MMB”) requirements and this Agreement. The City shall ensure that all documentation is completed and submitted to receive reimbursement for the maximum amount of available Bond Funds. The County commits to completing the Greenway Project, subject to the terms of this Agreement, once the Bond Funds have been made available for the Greenway Project.

ii. AOF

The County will seek 75% matching AOF funding from the Metropolitan Council for eligible real estate and associated acquisition costs to implement the Greenway Project. The County will provide the required 25% match for any



AOF funding. The City agrees to cooperate with the County by following AOF requirements and providing any documentation to receive AOF funding for the Greenway Project. If the County is unable to obtain AOF funding for acquisition costs related to properties described below as Parcel 1 (former Blockbuster site) and Parcel 3 (YMCA Site) and eligible portion of the property acquisition costs for Parcel 2 (AutoZone Site), the County may elect to have some or all of its obligations amended pursuant to Section 10, subject to the payment of costs for Parcel 2 as stated in Section 5biii. The Parties understand that title or easement interest to any property acquired by the City cannot be conveyed to the County prior to Metropolitan Council approval of an AOF funding request from the County and must also meet MMB approval requirements.

iii. Reconstruction of Crawford Drive

Crawford Drive must be relocated for the completion of the Greenway Project, the County shall be responsible for the design and construction, including the costs related thereto of the relocated Crawford Drive, which shall be completed in conjunction with the City's private redevelopment plans of adjacent land. If the City is able to recover construction costs related to relocating Crawford Drive from a developer due to the redevelopment of adjacent land, the City shall offset the County's costs by that same amount. The Parties agree that to the extent practicable, the Greenway design shall avoid impacts to property on the south side of Crawford Drive. The City is committed to ensuring the safety of the Greenway and will look at all possible alternatives to prohibit access points onto Crawford Drive right of way over the Greenway to the relocated Crawford Drive, except for the existing access that will be grade-separated by the underpass for the property located at 1540 Robert Street South currently operated as a Discount Tire store.

iv. County Cost Obligation

If the \$2.2 Million of Bond Funds are depleted prior to completion of the portion of the Greenway Project that is identified in Section 4ai for the grade-separated crossing, the County will, unless otherwise stated in the Agreement, be responsible for all remaining costs, including engineering, design, construction, and acquisition to complete the Greenway Project, which may include additional County funding sources or non-County funding sources available to the County. The County and the City shall each be responsible costs associate with its own

staff time, administrative costs and legal fees and expenses unless otherwise stated herein.

b. Water Quality Project

i. Design/Study

The Parties shall develop a scope and Request for Proposal for an initial Water Quality Project hydrological study ("Study"). The Study will determine recommendations to improve water quality within the sub-watershed of the Projects, including but not limited to improvements to the existing stormwater pond on City property north of the Wentworth Library ("Library") and the proposed wetland restoration within the Golf Course. The County will provide 90% of the funding and the City will provide 10% of the funding for the Study.

ii. Acquisition

- 1) After completion of the Study, the City shall deed to the County the minimum amount of land that is necessary for the restoration of a former wetland at no cost to the County. The land deeded for the restoration will be land that is not conducive to development, as determined by City and County staff.
- 2) The City shall either require a developer who acquires and is developing the Golf Course to convey to the County an average of a 70-foot wide corridor in fee or by easement for the Greenway through the development project at no cost to the County. The exact size and location of the Greenway segment shall be determined by the developer, in conjunction with the City and County Staff, and shall be approved as part of the developer's plat.

iii. Implementation

The County shall seek a state Clean Water Legacy Grant to fund the Water Quality Project implementation costs and will provide grant funding match. The



City shall contribute \$100,000 which will be used for a state Clean Water Legacy Grant match to support implementation of the Water Quality Project. If a Clean Water Legacy Grant is not approved in an amount sufficient to substantially complete the Water Quality Project, the Parties shall be relieved of any obligations related to the Water Quality Project or the County may elect to fund the Water Quality Project with its Environmental Legacy Funds or with other funding sources.

## 5. Acquisitions

The City shall be the lead agency for the acquisition of land from private landowners for the Projects, except that County shall be responsible for acquiring temporary construction easements, if necessary based on final design engineering for the Greenway from property not identified below. All acquisitions shall be processed to qualify for AOF funding in accordance with Metropolitan Council policies and practices. All acquisitions of property necessary for the Projects shall be supported by appraisals that include the City, County and Metropolitan Council as intended users. The following acquisitions are necessary for the completion of the Project:

### a. Parcel 1 – Former Blockbuster Video (“Blockbuster”) Property

#### i. Purpose

The City currently owns the former Blockbuster property which was acquired for the partial purpose of developing the Greenway. Approximately 70 feet of the northern portion of the property is needed for the Greenway project.

#### ii. Acquisition

The City agrees to sell to the County fee title or an easement of up to a 70-foot wide corridor on the north side of the former Blockbuster property (PINs 42-17800-01-030 and 42-17800-01-040) (“Parcel 1”).

The City will agree to administratively subdivide the two parcels at no cost to the County.

iii. Cost

The County will pay the City \$564,500 for the acquisition of the approximately 70-foot wide corridor based on the appraisal conducted by the County and reviewed by the City with an effective date of March 12, 2018.

iv. Contingencies

Purchase of Parcel 1 by the County is contingent upon joint approval of designs of the South Robert Street underpass and acquisition of all other necessary land and permits and temporary easements needed for the South Robert Street underpass and local sidewalk connections.

b. Parcel 2 - AutoZone: 1520 S. Robert Street

i. Purpose

Approximately one third (1/3) of the AutoZone property is necessary for the construction of the Greenway Project. The Greenway Project impacts the continued use of the improvements and operation of AutoZone's business on the property, resulting in the need to relocate AutoZone and acquire the entire property.

ii. Acquisition

City has appraised and will attempt to acquire the property (PIN 42-11560-01-020) owned by AutoZone Texas LP and legally described as:

Lot 2, Block 1 Andler & Olsons Addition, according to the recorded plat thereof in the Office of the Dakota County Recorder.

("Parcel 2").

iii. Costs

The County will reimburse the City 75% of the property acquisition costs, including relocation costs and legal fees for Parcel 2. However, if the City has obtained an Order to Take Title and Possession from Dakota County District Court and the Parties mutually agree to discontinue the action, the County shall



be required to pay 50% of any costs incurred by the City pursuant to Minnesota Statutes § 117.195, Subd. 2 related to the abandonment of the condemnation action. If either Party elects to terminate this agreement or the obligation to share the acquisition costs for the AutoZone property after the City has obtained an Order to Take Title and Possession from Dakota County District Court, the terminating party shall be responsible for any costs incurred by the City pursuant to Minnesota Statutes § 117.195, Subd. 2 related to the abandonment of the condemnation action. The City shall consult with the County and both parties shall agree on any settlement related to Parcel 2.

iv. Conveyances to the County

If Crawford Drive is relocated, the City will convey, at no additional cost to the County, a permanent license or permit over the existing Crawford Drive right of way adjacent the AutoZone property for the construction, use and maintenance of the Greenway Project. The City will also convey at no additional cost to the County a temporary easement for associated Greenway Project construction activities on Parcel 2. .

v. Remnant Parcel

The portion of the AutoZone property that is not needed for the Greenway Project may be sold by the City for redevelopment. The Parties understand that the remnant parcel cannot be included in an AOF grant request.

c. Parcel 3 - YMCA: 150 Thompson Avenue East

i. Purpose

Acquisition of the corridor on the YMCA property is necessary for the Greenway Project. A portion of the acquired corridor will be owned by the City for the relocated Crawford Drive and a portion of the acquired corridor will be held by the County for the Greenway.

ii. Acquisition

The City will attempt to acquire fee title or an easement for the corridor on the south side of the YMCA property for the Greenway Project. The corridor will be legally defined during the redevelopment process for the YMCA property. The

City will obtain an appraisal for this portion of the corridor, make the County an intended user and share the appraisal with the County.

iii. Cost

The County will reimburse the City for the costs related to acquiring Parcel 3 based on the appraised value.

iv. Conveyances to the County

The City will convey, or arrange for the conveyance, to the County a permanent license or permit for the portion of the corridor on any City-owned YMCA property necessary for the construction, use and maintenance of the Greenway. The City will ensure that the redevelopment plat for the YMCA property includes the necessary right-of-way easements for the Greenway on any YMCA property not owned by the City. If Crawford Drive is relocated, the City will convey, at no additional cost to the County, a permanent license or permit over the existing Crawford Drive right of way adjacent to the YMCA property for the construction, use and maintenance of the Greenway Project.

d. Parcel 4 – City Property north of the Wentworth Library (“Library”)

i. Purpose

A portion of the City property north of the Wentworth Library (PIN 42-02000-47-010) (“Parcel 4”) is needed for constructing the Greenway between the existing Crawford Drive and the proposed segment through the Golf Course with a local trail connection to the Library and Wentworth Avenue. The property is also included in the Water Quality Project.

ii. Acquisition

The City and the County will jointly determine and approve the location of the Greenway Project corridor west and south of the existing stormwater management pond with a potential Greenway easement across the aforementioned pond in association with the Water Quality Project. The City will grant temporary construction easements to the County for the Greenway Project.



iii. Cost

The City will convey, at no additional cost to the County, a permanent license or permit over Parcel 4 for the construction, use and maintenance of the Greenway Project.

iv. Contingencies

Conveyance of easements on Parcel 4 will occur when both Parties have determined the location of the western Greenway segment and the design and funding for the Water Quality Project.

- e. Parcels 5 and 5A - Former Thompson Oaks Golf Course Property: 1555 Oakdale Avenue (PIN 42-020-0000-010 and PIN 42 - 020-00008-014)

i. Purpose

Upon completion of the Study, the County and the City will analyze the requirements and locations for the restored wetland, associated temporary and permanent improvements, potential City residential development projects, and the Greenway.

ii. Acquisition

The Parties will decide the land necessary to implement the Water Quality Project ("Parcel 5") and the associated Greenway segment up to 100 feet wide ("Parcel 5A") and the County will develop the legal descriptions for the deeded parcels.

iii. Cost

The City will deed fee title of Parcels 5 and 5A, as mutually agreed upon by the Parties, at no cost to the County. The exact size of the conveyed portions of Parcels 5 and 5A shall be determined by the Parties based on the Study and the City's redevelopment plans for the Golf Course. County agrees to accept Parcels 5 and 5A "as is" and the only financial contribution the City shall make toward any required environmental cleanup of these parcels shall be limited to the amount stated in Section 4biii.

iv. Contingencies

Conveyance of fee title on Parcels 5 and 5A is contingent upon: joint approval of the Water Quality Project design by the Parties; receipt of non-County and Non-City funding for implementing the Water Quality Project; and the Parties receiving approval for permits required for implementing the Water Quality Project.

**6. Engineering, Construction and Design**

The County will lead the design, development and construction of the Projects, including design engineering, public involvement, agency involvement, final design, surveying, mapping, permitting, construction engineering, construction, construction management, construction inspection and all related materials testing. Inspection of the design and construction of the Projects by the City shall be coordinated in a manner so as to not impede project schedules. The County will advertise for bids for the construction of the Projects in accordance with applicable state laws. The County Board will award the contract for construction in accordance with state law.

**7. City Utilities**

The County will be responsible for re-routing all City utilities for the tunnel portion under South Robert Street, including the cost of such re-routing. The City shall be responsible for the maintenance of all City utilities upon completion of the construction phase impacting the utilities.

**8. Maintenance of Projects**

The maintenance of the completed Projects will be handled in accordance with the ownership rights of the Parties upon completion or a separate joint powers agreement at the completion of the Projects or phases of the Projects, if deemed necessary.

**9. Payment**

The County will administer the engineering and construction contracts and act as the paying agent for all payments to the contractors. Payments to the contractors will be made as the project work progresses and when certified by the County

Engineer. The County will request payment on a quarterly basis for any Project costs incurred in accordance with the cost sharing responsibilities identified on this Agreement. The City will administer the contracts for the acquisitions of real estate. Upon presentation of an itemized claim by one Party to the other, the receiving Party shall reimburse the invoicing Party for its share of the costs incurred under this Agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving Party, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

#### **10. Amendments**

Any amendments to this Agreement will be effective only after approval by both governing bodies in accordance with their policies and execution of a written amendment document by duly authorized officials of each Party.

#### **11. Indemnification and Insurance**

Each Party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable laws govern liability of the County and the City. In the event of any claims or actions filed against either party, nothing in this JPA shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third party liability claim arising from the work of the Projects, the Parties require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name City and County as additional insureds.



**12. Acts of Employees**

Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or the responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City.

**13. Audits and Accounting Records**

The Parties agree to establish and maintain accurate and complete accounts, financial records and supporting documents related to the receipt and expenditure of the funding provided in accordance with this Agreement. Pursuant to Minn. Stat. § 16C.05 subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. Such accounts and records shall be kept and maintained by the City and County for a minimum period of six years following the expiration of this Agreement.

**14. Integration and Continuing Effect**

The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance shall survive and continue in full force and effect after completion of the Project.

**15. Authorized Representatives**

The authorized representatives for the purpose of the administration of this Agreement are:

Steven C. Mielke, Director  
Physical Development Division  
Dakota County  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
(952) 891-7007

Ryan Schroeder, City Manager,  
City of West St. Paul  
1616 Humboldt Ave.  
West St. Paul, MN 55118  
(651) 552-4101

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either Party may change its address by written notice to the other Party. Mailed notice shall be deemed complete 2 business days after the date of mailing.

**16. Termination**

a. In General

Either Party may terminate this Agreement for cause by giving 7 days' written notice or without cause by giving 30 days' notice, of its intent to terminate, to the other Party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or rights of any Party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

b. Termination by County for Lack of Funding

Notwithstanding any provision of this Agreement to the contrary, either Party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the one Party to the other Party's Authorized Representative by email or fax is sufficient notice under this section. Except as stated in Section 5biii, the

terminating Party is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The terminating Party will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**17. Minnesota Law to Govern**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

DAKOTA COUNTY

By   
Steven C. Mielke, Director  
Physical Development Division

11/20/18  
Date

APPROVED AS TO FORM:

  
Assistant County Attorney  
KS-2018-00247

11/19/18  
Date


Resolution No. 18-534



**CITY OF WEST ST. PAUL**

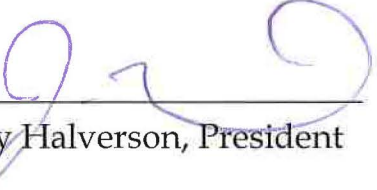
By   
Jenny Halverson, Mayor

11/14/2018  
Date

By   
Ryan Schroeder, City Manager

11/14/18  
Date

**WEST ST. PAUL ECONOMIC  
DEVELOPMENT AGENCY**

By   
Jenny Halverson, President

11/14/2018  
Date

By   
Jim Hartshorn, Executive Director

11/14/18  
Date

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Fee Owner: West St. Paul Economic Development Authority

Location: 1539 Robert Street South  
West St. Paul, Minnesota

Date of Valuation: March 12, 2018

Date of Inspection: March 12 and 27, 2018

Property Appraised: Real Property (Land Only)

Rights & Interests Appraised: Fee Simple Market Value

Zoning: B-6, Town Center Mixed-Use District

Guided by the 2030 Comprehensive Plan as Commercial

Property Description: The subject is an effectively rectangular site located along Robert Street in West St. Paul. The property is generally level and at grade with Robert Street to the east and Livingston Avenue to the west. The property is unimproved and comprises approximately 68,931 SF of land area.

Highest and Best Use, As Vacant:

Before Condition Development of a single or multi-tenant convenience retail or service commercial use

After Condition Development of a single-tenant service commercial use or assemblage with neighboring property to the south

Site Area:

Before Condition 68,931 SF, or 1.58 Acres

After Condition 37,568 SF, or 0.86 Acres

Description of Acquisition: The proposed fee acquisition is approximately 31,363 SF or 0.72 acres of land.

Value Conclusions:

Land Value in Before Condition	\$1,310,000
Land Value in After Condition	<u>(\$ 571,000)</u>
Indicated Damages or Recommended Compensation	\$ 739,000

See next page for final valuation

**AFTER VALUE****Sales Comparison Approach**

As previously mentioned, the size of the subject property is reduced to 37,568 SF in the after condition. Therefore, the value of the subject's land area in the after condition, as of March 12, 2018, is estimated as follows:

$$37,568 \text{ SF} \times \$15.20 \text{ per SF} = \$571,034$$

$$\text{Rounded to} \quad \$571,000$$

**FINAL SUMMATION**

Based on the preceding data and analysis, the appraisers' final summation of damages to the subject property, as of March 12, 2018, is presented as follows:

Land Value in Before Condition	\$1,310,000
Land Value in After Condition	<u>(\$ 571,000)</u>
Indicated Damages or Recommended Compensation	\$ 739,000

The client has also requested an allocation of damages for the northern 70-feet and the southern 20-feet of the fee acquisition area. As requested by the client, an allocation of damages is as follows:

Northerly 70 feet of acquisition area (0.55 acres)	\$ 564,500
Southerly 20 feet of acquisition area (0.17 acres)	<u>\$ 174,500</u>
	\$ 739,000