

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
JUNE 16, 2020
6:30 PM**

North St. Paul City Hall – Council Chambers
2400 Margaret Street

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

The City Council Meeting will be conducted on Tuesday, June 16, 2020 at 6:30 p.m. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul. All City Council members participating in the meeting will be in attendance in the City Council Chambers. Minn. Stat. 13D.02 subd. 4.

The **June 16th Zoom meeting can be accessed [HERE](https://wsbeng.zoom.us/) or via:**
<https://wsbeng.zoom.us/> (from a PC, Mac, tablet, iPhone or Android device)
Meeting ID: 992 0651 9334
Password: 648191
or by phone at 1-929-205-6099, meeting ID 992 0651 9334, password 648191.

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

Please join the meeting early to test your audio and video settings. If you join via a device and your audio is not working, you may need to use the dial-in phone number option in order to be heard. If you have technical difficulties during the meeting please call or text (612) 352-8452.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
 - Council Member Thorsen
 - Council Member Petersen
 - Council Member Walczak
 - Council Member Sonnek
 - Mayor Furlong
- IV. ADOPT AGENDA**
- V. PRESENTATIONS**
- VI. CONSENT AGENDA**

- A. May 30, 2020 Emergency meeting minutes.
- B. June 2, 2020 Workshop meeting minutes.
- C. June 2, 2020 Regular meeting minutes.
- D. General accounts payable: \$1,448,191.64.
- E. HRA accounts payable: \$16,515.74.
- F. Authorization to process Interfund transfers.

VII. MEETING OPEN TO THE PUBLIC

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

VIII. PUBLIC HEARINGS

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

- A. Liquor License Renewals for City 3.2 On-sale Liquor Licenses
- B. Liquor License Renewals for City Off-sale Intoxicating Liquor Licenses
- C. Liquor License Renewals for On-Sale Intoxicating Liquor Licenses, including Sunday Sales On-Sale Intoxicating Liquor Licenses with patio or outdoor serving areas
- D. Liquor License Renewals for Applications for renewal of On-Sale Intoxicating Liquor Licenses, including Sunday Sales On-Sale Intoxicating Liquor Licenses w/o patio or outdoor serving areas
- E. City Council meeting calendar related to National Night Out and additional remote workshop meetings
- F. Contract for Private Development and Purchase agreement for storage facility at Anchor Commons with IP4 AF St. Paul, LLC (Paperwork to follow separately)
- G. Hazardous Building Order 2487 19th Avenue (Paperwork to follow separately)

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

- A. There are no closed sessions.

XIV. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, July 7, 2020 at 6:30 p.m.

City of North Saint Paul
May 30, 2020
Proposed Emergency City Council Meeting Minutes

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 7:21 p.m.

II. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen – arrived at 7:29 p.m.
Council Member Walczak
Council Member Sonnek
Mayor Furlong

Staff: City Manager Scott Duddeck, Deputy Clerk Mary Mills.

III. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Resolution Declaring a Curfew in the City of North St. Paul

City Manager Duddeck stated the unrest and rioting in Minneapolis and St. Paul has presented a total unknown as to what activities could occur in the metro suburbs. Most metro cities had already held emergency meetings to put a curfew order in place. Mr. Duddeck presented the following resolution for council adoption:

WHEREAS, the cities of Minneapolis and St. Paul have experienced widespread civil unrest since at least May 26, 2020; and

WHEREAS, said civil unrest has included violent and destructive acts that have placed public safety at risk and resulted in significant property damage; and

WHEREAS, the city of North Saint Paul is in very close proximity to the City of Minneapolis; and

WHEREAS, reports and observations of local law enforcement personnel establish that as of May 27, 2020, incidents of civil unrest have been observed within the city of North Saint Paul; and

WHEREAS, law enforcement personnel and emergency first responders for the city of North Saint Paul expect that there is the potential for violent and destructive acts to occur in North Saint Paul without invocation of certain measures to mitigate these actions; and

WHEREAS, the City Council finds that the factual situation is sudden, unforeseen, and could not have been reasonably anticipated as it currently exists; and

WHEREAS, the City Council finds that the factual situation threatens the health, safety and welfare of residents and property within the city of North Saint Paul; and

WHEREAS, the City Council finds that the conditions within the city of North Saint Paul have the potential to worsen quickly and without notice due to the factual situation; and

WHEREAS, the City Council finds that traditional government processes are unable to appropriately protect the safety and property of the general public; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH SAINT PAUL, MINNESOTA that there is hereby established a city-wide curfew for all persons within the city of North Saint Paul from 8:00 pm on Saturday, May 30 to 6:00 am Sunday, May 31 and from 8:00 pm on Sunday, May 31 to 6:00 am on Monday June 1, 2020. This curfew does not extend to people traveling to or from work, emergency services, law enforcement, people seeking emergency medical care or fleeing danger, the homeless and the news media.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye, Council Member Thorsen not present for the vote, (4-0), motion carried to adopt Resolution No. 2020-063 establishing a city-wide curfew for all persons within the city of North Saint Paul from 8:00 pm on Saturday, May 30 to 6:00 am Sunday, May 31 and from 8:00 pm on Sunday, May 31 to 6:00 am on Monday June 1, 2020.

The City will inform the public through social media, the website, and word of mouth. This is a cautionary and security measure and nothing more.

IV. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, Seconded by Council Member Walczak, with all present voting aye, Council Member Thorsen not present for the vote, (4-0), Mayor Furlong adjourned the meeting at 7:33 p.m.

Terrence J. Furlong, Mayor

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

City of North Saint Paul
June 2, 2020
Proposed City Council Workshop Meeting Minutes

The June 2, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Council Member Scott Thorsen
Council Member Candy Petersen
Council Member Tom Sonnek
Council Member Jan Walczak
Mayor Terry Furlong – arrived at 5:37 p.m.

Staff: City Manager Scott Duddeck, Deputy Clerk Mary Mills, Police Chief Tom Lauth, Fire Chief Jason Mallinger, Public Works Director Nick Fleischhacker, Public Works Superintendent Ron Ritchie, Finance Director Jason Zimmerman, Community and Administrative Services Director Debra Gustafson, Kari Erpenbach, City Attorney Soren Mattick.

IV. TOPIC(S)

A. Budget and Transparency Software discussion

Staff is seeking Council support in pursuing an agreement for Budgeting & Planning and Reporting & Transparency Platforms with Opengov.

Based on demonstrations from three Vendors City staff has determined OpenGov demonstrates the most comprehensive line of products and is the best option to provide Budgeting & Planning and Reporting & Transparency platforms. This platform can integrate with nearly all governmental ERP (Enterprise Resource Planning) software.

In addition to the requested Budgeting & Planning and Reporting & Transparency platforms, staff has also actively engaged OpenGov in discussion and demonstrations on the above mentioned Permitting, Licensing, & Code Enforcement and Financial products. This suite of products would potentially replace Incode. At this time staff is pursuing a deeper dive into these additional products.

Council gave its consensus that staff should continue to pursue conversations with Opengov.

B. Housing Improvement Fund discussion

The 2019 Management Report produced by the City's independent auditor noted that as of year-end 2019 the Housing Improvement Fund was operating with a negative cash balance and there was no formal plan to resolve the deficit.

Upon sale of the parcels located on the old City Hall site the cash balance in the fund will be a deficit of \$303,383. The book value of the land is projected to be \$475,483.

In an effort to resolve this management comment, staff is requesting Council consideration for moving funds and land (with the land sales related to the development of TIF 4-8 on the site formerly occupied by the old City Hall) to resolve the deficit in the Housing Improvement Fund.

The funds were presented and explained in detail by Mr. Zimmerman. Staff is recommending all of the aforementioned land be transferred to the Housing Redevelopment Authority and the Permanent Improvement Revolving Fund. All transfers will be less than assessed and book values.

Council gave its consensus to move forward with this fund transfer.

C. Gas Franchise Fee Rates discussion

Staff is seeking Council feedback and interest in adjusting the gas franchise fee structure.

At the February 18, 2020 City Council workshop staff reviewed recent trends related to gas franchise fees within the City of North St. Paul and budgetary considerations.

The City of North St. Paul's gas franchise agreement runs March 2019 through November 2038.

The city has three different account types for gas franchise fees:

- Residential with approximately 3750 accounts.
- Commercial Firm with approximately 300 accounts.
- Commercial Large with approximately 15 accounts.

From 2003-2009 the average franchise fee revenue was \$141,839. From 2010-2019 the average franchise fee revenue was \$102,435.

Gas Franchise fees are consumption based which creates volatility for budgeting.

Residential accounts comprise 93% of the gas customers and 81% of the franchise fees.

Using the [Consumer Price Index](#), \$141,839 in December 2009 is worth \$168,401 in April 2020 when adjusted for inflation.

Staff presented three potential options for Council's consideration to establish the gas franchise fee based on set amounts.

Council supports the rate structure change. Staff will narrow down the scenarios per council discussion and put together a suggested gas franchise fee structure for future consideration.

V. OTHER BUSINESS

There was no other business.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 6:27 p.m.

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

City of North Saint Paul
June 2, 2020
Proposed Regular City Council Meeting Minutes

The June 2, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 6:32 p.m.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

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

Staff: City Manager Scott Duddeck, City Planner Erin Perdu, City Attorney Soren Mattick, Deputy Clerk Mary Mills, Finance Director Jason Zimmerman.

IV. ADOPT AGENDA

Mayor Furlong requested the following agenda change:

IX. City Business Action Items and Recommendations

Item A – Ordinance on Revised Use Table, Animal Shelters
Item B - Conditional Use Permit, Caring for Cats

On motion by Council Member Petersen, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to approve the agenda as amended.

V. PRESENTATIONS

There were no presentations.

VI. APPROVAL OF CONSENT AGENDA

On motion by Council Member Walczak, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2020-064 consisting of:

- A. May 19, 2020 workshop meeting minutes.
- B. May 19, 2020 regular meeting minutes.
- C. May 26, 2020 workshop meeting minutes.

- D. May 26, 2020 special meeting minutes.
- E. General accounts payable: \$1,304,639.93.
- F. HRA accounts payable: \$345.55.
- G. Post Issuance Debt Compliance Policy. Resolution No. 2020-065.

VII. MEETING OPEN TO PUBLIC

John Schmahl, 2750 Chisholm Avenue, stated he was out of town all week, and he received an email from another resident that there would be a City-wide curfew from Friday to Sunday, May 29-31, 2020. He added he expected to receive a notification from the City regarding the curfew, as the City has the ability to contact all residents with emergency notifications through the utility billing portal. He asked why the City did not use this method to notify everyone in North St. Paul about the curfew.

Mr. Schmahl stated he called the City offices and spoke with a staff member who gave him information about the dates and times of the curfew that was incorrect.

He asked why the City's residents were not notified about the curfew, and whether there is a curfew in place this evening.

Mayor Furlong stated there was no curfew on Friday, May 29, 2020. He added the curfew was put in place later in the day Saturday, after it became obvious that nearby cities were adding a curfew. He noted this was done to be in line with the curfews in metro area counties, as well as the cities of Minneapolis and St. Paul.

Mr. Duddeck confirmed this, stating there was no curfew in place until late in the day on Saturday. He added virtually every city in Ramsey County had picked up the curfew by 8:00 p.m., to be in place until 6:00 a.m. He noted the curfew in North St. Paul was set up with the same time frame.

Mr. Duddeck stated the situation escalated very quickly, and City Staff had every intention of using the notification system. He added, however, the decision was not made to add the curfew until 8:00 p.m., and delivery of this notification to over 7,000 residents would have taken hours. He noted City Staff decided not to use the notification system because residents would have received phone calls in the middle of the night, with the curfew already in place.

Mr. Duddeck stated City Staff discussed using the notification system on Sunday, but it was decided that the information could be posted on the City's website and social media accounts, rather than having residents receive phone calls when they already knew about the curfew. He added City Staff wanted to keep things as calm as possible, as the situation was already difficult and traumatic for everyone. He noted the curfew was appreciated by the Police Department, who were able to use the curfew to manage activity in the evenings, and as a tool to identify vehicles and individuals other than North St. Paul residents.

Mr. Schmahl stated the notification system should be fine-tuned so it can be used for these types of emergencies.

Mr. Duddeck stated a system called Everbridge is being developed at the County level for emergency notifications for residents. He added Everbridge will be available for use by cities in Ramsey County.

John Schmahl stated he bristles at the comment, “it was on social media”.

Elaine Barton stated there is currently no audio for this meeting that is being broadcast live on cable television. She added residents who are interested in this discussion will not be able to hear any of it.

Mr. Duddeck stated there have been technical difficulties. He added the Zoom meeting will be added to the City’s website and will be available for viewing.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Ordinance on Revised Use Table, Animal Shelters

City Planner Erin Perdu reviewed a proposed Ordinance amendment related to allowing animal shelters as a conditional use in the City’s Mixed Use (MU) districts. She added the Ordinance currently includes animal shelters with animal boarding facilities and other animal uses. She noted the Planning Commission held a public hearing to move animal shelters out of this section of the Code, to be considered as a conditional use in all Mixed-Use districts.

Ms. Perdu stated City Staff and the Planning Commission recommend City Council approval of the Ordinance amendment.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Ordinance No. 792 to approve an Amendment to the Zoning Code to allow animal shelters as a Conditional Use in the MU1, MU2 and MU3 Zoning Districts.

B. Conditional Use Permit, Caring for Cats

Ms. Perdu reviewed a request for a Conditional Use Permit (CUP) by applicant Caring For Cats to move their existing business into the building at 2550 7th Street. She added the business has all the required State licensure, and no alterations are required for the new location other than signage, and has no external impacts. She noted City Staff and the Planning Commission recommend City Council approval of this CUP request.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-066 approving a Conditional Use Permit for Caring for Cats animal shelter, 2250 7th Avenue.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck stated Silver Lake Beach is open for use just like all City parks and playgrounds, and residents are asked to observe social distancing guidelines. He added playgrounds will not be cleaned by Public Works, but they are open for use. He noted the beach is not closed, with existing signage indicating no lifeguard is on duty.

Mr. Duddeck stated the Ramsey County Manager has indicated that County beaches are closed. He added, from a budgeting standpoint, it would not be feasible for the City's beaches to be open and staffed with lifeguards. He noted he recommends leaving the beach as is, and not bringing lifeguards on this summer.

Council Members Sonnek and Walczak expressed their agreement.

Council Member Thorsen stated he does not agree with closing a public space. He added he believes this is a good compromise as people have been using the beach responsibly and will hopefully continue to do so.

Mr. Duddeck expressed concern that lifeguards, if hired for the summer, would be responsible for ensuring compliance with the 10-person limit and social distancing guidelines.

Council Member Sonnek stated it makes sense to leave the beach as is with signage and no lifeguards. He added the situation can be reviewed as necessary.

Mr. Duddeck stated the tennis courts and volleyball courts are being re-opened. He added residents are asked to use them responsibly, as they would any part of the City's parks.

Mayor Furlong stated he has received complaints about people fishing at the swimming beach from residents who are trying to swim. He asked whether a sign could be put up to prohibit fishing at the swimming beach. Mr. Duddeck requested input from the City Attorney.

City Attorney Soren Mattick stated the City has the right to restrict activities at the beach.

Mr. Duddeck asked whether a line to identify the swimming area would be appropriate, to designate a "no fishing" area. Mr. Mattick agreed that would help delineate the area.

Mr. Duddeck stated Kokoro Volleyball Center has re-opened in the old Community Center building, with a State-approved plan for conducting small group practices, observing social distancing and standards for cleanliness.

Mr. Duddeck stated park shelter rentals have been cancelled through June 15, 2020, and all residents with reservations through July 1, 2020 have been contacted to ensure compliance with the 10-person limit and social distancing requirements.

Mr. Duddeck stated the Cable Commission has been working on getting Council Chambers set up for the City Council's June 16, 2020 meeting. He stressed the importance of maintaining social distance among the City Council Members as well as City Staff. He added City Staff plan to have City Hall open in some capacity by June 15, 2020.

Council Member Walczak asked whether City Staff will be back in City Hall on June 15, 2020. Mr. Duddeck stated there have been employees in City Hall throughout the public health crisis,

and some City Staff have been working remotely. He stressed the importance of maintaining a healthy workplace.

City Attorney Soren Mattick stated there is a desire to open City Hall, so it will be available for public use. He stressed the importance of creating balance that will ensure OSHA compliance and allow employees to work in City Hall.

Council Member Walczak asked whether the City Council's June 16, 2020 meeting will be open for the public. Mr. Duddeck stated that meeting will probably be a combination of both Zoom meeting and in-person, as it will be necessary to comply with the 10-person limit. He added the City Council workshop conference room can be made available for residents who want to watch the meeting on video screens. He noted Zoom will continue to be used for the general public and City Staff.

Mr. Duddeck stressed the importance of the initiation and use of Police body-worn cameras. He added this issue has become extremely important for the protection of all, not just because of recent events. He stressed the importance of moving forward with this initiative as a priority for the City Council.

Mr. Duddeck stated City Staff is preparing a contract for final purchase of the site of the new storage facility at Anchor Commons. He added this will be presented for the City Council's review at their June 16, 2020 meeting.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the Planning Commission met Thursday May 28, 2020, to consider the request from Caring for Cats animal shelter that was reviewed at tonight's City Council meeting. He added the meeting also included a lengthy discussion regarding Zoning Code updates, which City Planner Erin Perdu and Ryan Krzos, WSB Consultant, have been preparing to be more in line with the Comprehensive Plan.

City Planner Erin Perdu stated the Planning Commission is working through the Zoning Ordinance to update its contents to be more closely aligned with the Comprehensive Plan, approved by the City Council in December 2019. She added this review includes consideration of lot widths, patterns of variances, and clarifying language and definitions. She noted the recommended changes will be presented to the City Council for review and consideration.

Council Member Sonnek stated the Planning Commission's next meeting is scheduled for July 2, 2020 at 6:15 p.m.

Mr. Duddeck expressed his thanks and appreciation for the Police and Fire Departments who have worked around the clock the past several days. He added the Fire Department provided support to the City of St. Paul as needed. He noted the ongoing efforts of the City's emergency responders to support the community are very much appreciated.

Council Member Petersen stated the League of Minnesota Cities is planning a virtual meeting on June 25, 2020, at which awards will be presented. She added the League office is closed through November due to renovations, and staff are working remotely.

Council Member Petersen stated she was re-appointed to the Ramsey County Park and Recreation Commission.

XII. GENERAL BUSINESS

Council Member Sonnek expressed his thanks and appreciation for City Staff and the City's emergency crews and public service staff for their hard work over the past week. He added his nephew is a Minneapolis Police Officer based at the Third Precinct. He noted his thoughts go out to first responders who provide support and protection for residents, as well as those who want to make their voices heard through peaceful protesting.

Council Member Walczak thanked City Staff and the Police Department for putting in extra hours over the weekend to keep the City safe. She added there is a long road ahead.

Council Member Petersen stated local bar and restaurant owners are happy to be back in business and have expressed their appreciation to City Staff and the City Council.

Mayor Furlong commended North St. Paul resident Sean Erickson who saved the life of another person whose heart had stopped, by using an AED (Automated External Defibrillator). He added he would like to present Mr. Erickson with an award of recognition. Mr. Duddeck agreed, adding City Staff can prepare a Life-Saver Award.

Mayor Furlong stated last year's City Staff appreciation event was held at Casey Lake. He asked whether the City Council would be willing to host a barbecue this year, in late summer or early fall. The City Council agreed.

Mayor Furlong expressed his sincere apologies to any residents who were not aware of the curfew that was put in place on Saturday night, as referenced earlier by Mr. Schmahl.

XIII. CLOSED SESSION

There was no closed session.

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Sonnek, Seconded by Council Member Walczak, with all present voting aye (5-0), Mayor Furlong adjourned the meeting at 7:24 p.m.

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: June 16, 2020
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

6/5/2020 Payroll Register DD		\$128,413.31
6/5/2020 Payroll Direct Payables		\$115,098.58
	Payroll Subtotal	<u>\$243,511.89</u>

6/9/2020 Voided Check - Reissued	136122	\$ 525.00
6/17/2020 Utility Refund Checks	136123-136155	\$ 2,695.70
6/17/2020 A/P Checks	136156-136242	\$ 1,191,602.11
6/17/2020 Drafts	000767-000768	\$ 9,856.94
	AP Subtotal	<u>\$ 1,204,679.75</u>

Grand Total \$ 1,448,191.64

Approved this 16th day of June, 2020

City Manager

Mayor



PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 6/05/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	69	128,413.31
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	69	128,413.31

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04541 6/5/20 PAYROLL - 9

VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1 202006025851	FEDERAL WITHHOLDING	D	6/05/2020		19,006.12	000761	
	I-T3 202006025851	FICA TAXES	D	6/05/2020		16,144.44	000761	
	I-T4 202006025851	MEDICARE TAXES	D	6/05/2020		5,925.10	000761	41,075.66
H08033		H S A BANK						
	I-444202006025851	HSA ACCOUNT	D	6/05/2020		6,902.50	000762	6,902.50
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202006025851	EMP/EMPR DEFERRED COMP	D	6/05/2020		11,663.93	000763	
	I-21 202006025851	EMP/EMPR DEFERRED COMP	D	6/05/2020		3,472.76	000763	
	I-26 202006025851	LOAN PAYMENTS TO ICMA	D	6/05/2020		1,116.59	000763	
	I-2CM202006025851	CITY MGR 9% DEFERRED COMP	D	6/05/2020		638.19	000763	
	I-2IR202006025851	EMP/EMPR DEFERRED COM	D	6/05/2020		1,460.00	000763	18,351.47
M12900		MNEFTS						
	I-T2 202006025851	MN Income Tax WH	D	6/05/2020		8,447.09	000764	8,447.09
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202006025851	POST DEDUCTIONS	D	6/05/2020		1,000.00	000765	1,000.00
P16470		P E R A						
	I-91 202006025851	6634-00 REG PERA	D	6/05/2020		17,074.59	000766	
	I-92 202006025851	6634-00 PERA PD	D	6/05/2020		22,247.27	000766	39,321.86

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	115,098.58	115,098.58
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
 BANK TOTALS:	 6	 0.00	 115,098.58	 115,098.58

PACKET: 04545 LISA REISSUE

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
L12445	LISA SENOPOLE							
	I-202004025667	MEETING FILMING	R	6/09/2020		150.00CR	136122	
	I-202004025668	MEETING FILMING	R	6/09/2020		225.00CR	136122	
	I-202004235738	APR 2020 AV SUPPORT/FILMING	R	6/09/2020		150.00CR	136122	525.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	525.00	525.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	525.00	525.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04547 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		ELLIOTT, JOSHUA R						
	I-000202006115872	ELLIOTT, JOSHUA R	R	6/17/2020		123.35	136123	123.35
1		BARIBEAU, AMY						
	I-000202006115873	BARIBEAU, AMY	R	6/17/2020		96.90	136124	96.90
1		HANNA, LESLIE W						
	I-000202006115874	HANNA, LESLIE W	R	6/17/2020		10.41	136125	10.41
1		PETERSON, JASON & HEATHER						
	I-000202006115875	PETERSON, JASON & HEATHER	R	6/17/2020		69.71	136126	69.71
1		YANG, PAHN						
	I-000202006115876	YANG, PAHN	R	6/17/2020		108.19	136127	108.19
1		SCHMITZ, ALEX						
	I-000202006115877	SCHMITZ, ALEX	R	6/17/2020		176.43	136128	176.43
1		LEE, CHOUA						
	I-000202006115878	LEE, CHOUA	R	6/17/2020		131.97	136129	131.97
1		DEMERY, CHRISTOPHER						
	I-000202006115879	DEMERY, CHRISTOPHER	R	6/17/2020		171.48	136130	171.48
1		FALKENSTEIN, MONICA						
	I-000202006115880	FALKENSTEIN, MONICA	R	6/17/2020		138.70	136131	138.70
1		JUDD, WARREN						
	I-000202006115881	JUDD, WARREN	R	6/17/2020		150.44	136132	150.44
1		HAUSER, STAN						
	I-000202006115882	HAUSER, STAN	R	6/17/2020		54.81	136133	54.81
1		ANDERSON, MERLE D						
	I-000202006115883	ANDERSON, MERLE D	R	6/17/2020		124.79	136134	124.79
1		WAH, HTEE						
	I-000202006115884	WAH, HTEE	R	6/17/2020		312.80	136135	312.80
1		KOE, OSCAR AUNG						
	I-000202006115885	KOE, OSCAR AUNG	R	6/17/2020		2.70	136136	2.70
1		THIELE, BRIAN						
	I-000202006115886	THIELE, BRIAN	R	6/17/2020		51.56	136137	51.56

PACKET: 04547 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		LEON, MARIA & JESUS						
	I-000202006115887	LEON, MARIA & JESUS	R	6/17/2020		182.55	136138	182.55
1		WENTE, LEAH						
	I-000202006115888	WENTE, LEAH	R	6/17/2020		40.90	136139	40.90
1		SWANSON, SUSAN						
	I-000202006115889	SWANSON, SUSAN	R	6/17/2020		63.65	136140	63.65
1		GRUNDTNER, GAVIN						
	I-000202006115890	GRUNDTNER, GAVIN	R	6/17/2020		8.48	136141	8.48
1		KELLEY, FERNANDO						
	I-000202006115891	KELLEY, FERNANDO	R	6/17/2020		33.56	136142	33.56
1		ROMBERG, ROBERT						
	I-000202006115892	ROMBERG, ROBERT	R	6/17/2020		54.79	136143	54.79
1		VANG, CHEE NOU						
	I-000202006115893	VANG, CHEE NOU	R	6/17/2020		45.11	136144	45.11
1		PETERSON, MICHELLE						
	I-000202006115894	PETERSON, MICHELLE	R	6/17/2020		7.67	136145	7.67
1		KOSTECKI, LEONA						
	I-000202006115895	KOSTECKI, LEONA	R	6/17/2020		42.24	136146	42.24
1		BJERKE, MIKAYLA						
	I-000202006115896	BJERKE, MIKAYLA	R	6/17/2020		52.65	136147	52.65
1		TATREAU, LAYANNA						
	I-000202006115897	TATREAU, LAYANNA	R	6/17/2020		28.26	136148	28.26
1		YANG, SHOA						
	I-000202006115898	YANG, SHOA	R	6/17/2020		62.30	136149	62.30
1		LOR, SENG						
	I-000202006115899	LOR, SENG	R	6/17/2020		129.38	136150	129.38
1		SWANSON, JENNIFER						
	I-000202006115900	SWANSON, JENNIFER	R	6/17/2020		69.44	136151	69.44
1		JACOBSON, STEFANIE						
	I-000202006115901	JACOBSON, STEFANIE	R	6/17/2020		4.51	136152	4.51

PACKET: 04547 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1		MORLAND, CASSARA						
	I-000202006115902	MORLAND, CASSARA	R	6/17/2020		48.82	136153	48.82
1		REMESHI, AGNES						
	I-000202006115903	REMESHI, AGNES	R	6/17/2020		42.46	136154	42.46
1		JUAIRE, MICHELE						
	I-000202006115904	JUAIRE, MICHELE	R	6/17/2020		54.69	136155	54.69

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	33	0.00	2,695.70	2,695.70
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
 BANK TOTALS:	 33	 0.00	 2,695.70	 2,695.70

PACKET: 04548 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	SHARON HOWE I-202005275848	SHARON HOWE:	R	6/17/2020		100.00CR	136156	100.00
1	NANCY SPACK I-202005275849	NANCY SPACK:	R	6/17/2020		200.00CR	136157	200.00
1	DAVID KOTTMANN I-202005295850	DAVID KOTTMANN:	R	6/17/2020		300.00CR	136158	300.00
1	LYNN GRAFF I-202006085856	LYNN GRAFF:	R	6/17/2020		200.00CR	136159	200.00
1	LAXEE THAO I-202006085857	LAXEE THAO:	R	6/17/2020		200.00CR	136160	200.00
1	SARA MULSO I-202006085858	SARA MULSO:	R	6/17/2020		200.00CR	136161	200.00
1	DANIELLE NEIDER I-202006085859	DANIELLE NEIDER:	R	6/17/2020		150.00CR	136162	150.00
1	MARY MARSHALL I-202006085860	MARY MARSHALL:	R	6/17/2020		150.00CR	136163	150.00
1	ORA LOWERY I-202006085861	ORA LOWERY:	R	6/17/2020		150.00CR	136164	150.00
1	MIDWEST FENCE I-202006085862	MIDWEST FENCE:	R	6/17/2020		70.00CR	136165	70.00
A00995	A-1 HYDRAULIC SALES & SER I-0163978	MJIC X MALE METRIC & MJ-FJS 9D	R	6/17/2020		24.21CR	136166	24.21
A01110	ALEX AIR APPARATUS INC I-2835	MASKS & FITTINGS FOR FD	R	6/17/2020		3,546.86CR	136167	3,546.86
A20235	AUTONATION, INC C-CM4109913	CORE RETURN	R	6/17/2020		75.00	136168	
	I-4109913	CORE EXCHANGE	R	6/17/2020		322.77CR	136168	
	I-537861	REPAIRS TO FORD F250 940056	R	6/17/2020		334.02CR	136168	
	I-537917	R&M VEHICLES SQUAD#2125	R	6/17/2020		108.38CR	136168	690.17

PACKET: 04548 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
B02023	BAKER TILLY MUNICIPAL ADVISORS							
	I-BTMA5039	TIF 4-8 PROFESSIONAL FEES	R	6/17/2020		9,384.15CR	136169	
	I-BTMA5040	TIF 4-10 PROFESSIONAL SERVICES	R	6/17/2020		1,820.00CR	136169	
	I-BTMA5345	2020A ISSUANCE COSTS	R	6/17/2020		24,830.00CR	136169	
	I-BTMA5346	2020B ISSUANCE COSTS	R	6/17/2020		17,510.00CR	136169	
	I-BTMA5460	TIF SOILS 4-11 FINAL BILLING	R	6/17/2020		1,611.50CR	136169	55,155.65
B02253	BUCKEYE CLEANING CENTER							
	I-90219455	HAND SANITIZER	R	6/17/2020		1,138.00CR	136170	
	I-90219480	HAND SANITIZER	R	6/17/2020		287.64CR	136170	
	I-90222787	HAND SANITIZER	R	6/17/2020		1,017.60CR	136170	2,443.24
C03002	CAMPBELL KNUTSON PA							
	I-2076-0061G-21	MAY 2020 LEGAL SERVICES	R	6/17/2020		1,303.50CR	136171	
	I-2076-0066G-24	MAY 2020 LEGAL SERVICES	R	6/17/2020		538.50CR	136171	
	I-2076-0067G-23	MAY 2020 LEGAL SERVICES	R	6/17/2020		292.50CR	136171	2,134.50
C03031	CARPENTERS SMALL ENGINE							
	I-57421	SHARPEN CHAINSAW BLADES	R	6/17/2020		48.00CR	136172	48.00
C03041	FLEETPRIDE							
	I-52398683	PINTLE HOOK	R	6/17/2020		79.99CR	136173	
	I-52646735	90 DEGREE ADAPTR O RING BOSS	R	6/17/2020		155.20CR	136173	
	I-52647799	90 DEGREE HTDRAULIC ADAPTR	R	6/17/2020		41.16CR	136173	276.35
C03066	CINTAS							
	I-4051894095	UNIFORM SERVICES	R	6/17/2020		33.59CR	136174	
	I-4051894126	UNIFORM SERVICES	R	6/17/2020		75.84CR	136174	
	I-4051894151	UNIFORM SERVICES	R	6/17/2020		109.44CR	136174	
	I-4052559037	UNIFORM SERVICES	R	6/17/2020		75.84CR	136174	
	I-4052559038	UNIFORM SERVICES	R	6/17/2020		8.84CR	136174	
	I-4052559083	UNIFORM SERVICES	R	6/17/2020		109.44CR	136174	412.99
C03108	CIVICPLUS							
	I-199207	WEBSITE FEE RENEWAL	R	6/17/2020		6,123.97CR	136175	6,123.97
C03139	COMCAST							
	I-202006115868	6/7-7/6 CABLE SERV FIRE DEPT	R	6/17/2020		22.40CR	136176	
	I-202006115871	6/14-7/13 CTY HALL CABLE SERV	R	6/17/2020		6.27CR	136176	28.67
C03273	CURTIS 1000 INC - MINNESOTA							
	I-5976834	BUSINESS CARDS COUNCILMEMBER	R	6/17/2020		55.05CR	136177	55.05

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VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03285	CUMMINS SALES & SERVICE							
	I-E4-68681	BELTS & WATER PUMPS	R	6/17/2020		577.31CR	136178	577.31
C21221	CENTURY LINK							
	I-202006115869	5/19/20-6/18/20 PHONE SERVICE	R	6/17/2020		27.37CR	136179	
	I-202006115870	JUN 2020 PHONE SERVICE	R	6/17/2020		204.16CR	136179	231.53
D02000	DAVEY RESOURCE GROUP							
	I-914698186	TREEKEEPER SUBSCRIPTION	R	6/17/2020		5,250.00CR	136180	5,250.00
D04085	DIRKS BROS LLC							
	I-06052012397	FORD AXLE SEAL INSTALLER	R	6/17/2020		128.90CR	136181	128.90
E05053	EDUCATION RESOURCE PARTNERS. INC							
	I-101	COMM CONSULT 4/20-5/1	R	6/17/2020		2,040.00CR	136182	
	I-102	COMM CONSULT 5/4-5/15	R	6/17/2020		2,100.00CR	136182	
	I-103	COMM CONSULT 5/18-6/5	R	6/17/2020		3,510.00CR	136182	7,650.00
E05223	ESCH CONSTRUCTION SUPPLY INC							
	I-625071	RECOIL WACKER JUMPING JACK	R	6/17/2020		102.00CR	136183	102.00
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-531201	LEGAL SERV PROSECUTION MAY	R	6/17/2020		7,129.86CR	136184	7,129.86
F06528	FRONTIER AG & TURF							
	I-P59430	VBELT, CHAIN LINK, PIN FASTNER	R	6/17/2020		168.44CR	136185	168.44
G07047	GARAGE EXPERTS TWIN CITIES							
	I-42458	ADDITIONAL POLYASPARTIC COAT	R	6/17/2020		260.00CR	136186	260.00
G07100	GERTENS WHOLESale							
	I-487720/1	MAGNOLIA TREE	R	6/17/2020		120.00CR	136187	
	I-487832/1	ECHINACEA PLANTS	R	6/17/2020		120.00CR	136187	
	I-66712/6	LANDSCAPING PLANTS	R	6/17/2020		552.00CR	136187	
	I-67257/6	LANDSCAPING PLANTS	R	6/17/2020		259.00CR	136187	
	I-67449/6	ECHNACEA PLANTS	R	6/17/2020		84.00CR	136187	1,135.00
G07176	GOPHER STATE ONE CALL							
	I-0050638	LOCATE TICKETS	R	6/17/2020		409.05CR	136188	409.05
G07292	GRAYBAR							
	I-9316131446	PVC CONDUIT & PVC ELBOWS	R	6/17/2020		694.73CR	136189	
	I-9316151652	4" PVC CONDUIT	R	6/17/2020		673.48CR	136189	
	I-9316162535	2" PVC COUPLINGS	R	6/17/2020		300.14CR	136189	
	I-9316195566	CEMENT BURY PEDS	R	6/17/2020		953.00CR	136189	2,621.35

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
H08025	HEJNY RENTALS INC							
	I-320816	STUMP CHIPPER RENTAL	R	6/17/2020		117.71CR	136190	117.71
H08045	HELEN STREET SENIOR HOUSING LLC							
	I-202006085863	TIF 4-6 PAY-GO JUNE 2020	R	6/17/2020		37,937.95CR	136191	37,937.95
H08127	HILLCREST BRAKE & ALIGN							
	I-2345	R&M VEHICLES SQUAD#2127	R	6/17/2020		73.22CR	136192	
	I-2383	R&M VEHICLES SQUAD#2126	R	6/17/2020		130.67CR	136192	
	I-2414	R&M VEHICLES SQUAD#2125	R	6/17/2020		510.26CR	136192	714.15
H08165	HOME DEPOT							
	I-1062128	KWIKWELD, BOND & EPOXY	R	6/17/2020		19.89CR	136193	
	I-4015375	WATER HEATER	R	6/17/2020		239.00CR	136193	
	I-4015422	TUBE CUTTERS, FITTING BRUSH	R	6/17/2020		95.46CR	136193	
	I-6015018	WATER HEATER ELEMENT TESTR	R	6/17/2020		22.96CR	136193	
	I-8010106	JOINT TAPE, PAINT, LIQUIDNAILS	R	6/17/2020		78.93CR	136193	
	I-8013308	MAIL BOX & POST	R	6/17/2020		81.18CR	136193	
	I-8013365	DECKMATE III	R	6/17/2020		23.87CR	136193	
	I-8020412	SPADE BITS, CONNECTORS	R	6/17/2020		46.14CR	136193	
	I-9014700	FAUCET, AERATOR & FILL VALVE	R	6/17/2020		90.37CR	136193	
	I-9016131	KNEEPAD, PRUNER, SHEARS, SPADE	R	6/17/2020		118.86CR	136193	
	I-9034593	FAUCET SUPPLY LINE & SEALANT	R	6/17/2020		16.44CR	136193	
	I-9051647	PVC CONDUIT FITTINGS	R	6/17/2020		38.18CR	136193	
	I-93793	SPECTRACIDE PRUNING SEAL	R	6/17/2020		15.81CR	136193	887.09
VOID	VOID CHECK		V	6/17/2020			136194	**VOID**
H14077	CORE & MAIN LP							
	I-M414557	OMNI 2 C2 1G 15-1/4LL 8WHL	R	6/17/2020		1,534.80CR	136195	
	I-M468752	VALVE BOX & SCREW VALVE BOX	R	6/17/2020		346.91CR	136195	1,881.71
K09100	KATH FUEL OIL SERVICE CO							
	I-684581	GREASE	R	6/17/2020		40.00CR	136196	40.00
L12196	LEAG MN CITIES-INS TRUST							
	I-202006055852	Q2 2020 WORKERS COMP INS	R	6/17/2020		50,435.00CR	136197	50,435.00
L12445	LISA SENOPOLE							
	I-202006055853	MAY 2020 MEETING FILMING	R	6/17/2020		200.00CR	136198	200.00
L12451	L T G POWER EQUIPMENT							
	I-247921	SWITCH PTO 10 AMP	R	6/17/2020		39.71CR	136199	39.71

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M04250	METAL DOCTOR INC							
	I-3411	SALT SPINNER SHIELD	R	6/17/2020		50.00CR	136200	50.00
M13074	MET COUNCIL ENVIRONMENTAL SVCS							
	I-0001111199	JULY 2020 WASTE WATER SERVS	R	6/17/2020		89,385.71CR	136201	89,385.71
M13100	MERIT CHEVROLET							
	I-665769	REPAIRS 2008 CHEVY SILVERADO	R	6/17/2020		286.33CR	136202	286.33
M13110	MENARDS-OAKDALE							
	C-2265	RETURNS	R	6/17/2020		64.26	136203	
	C-2759	LUMBER RETURN	R	6/17/2020		62.03	136203	
	I-2415	PRIMED MDF BOARD	R	6/17/2020		23.90CR	136203	
	I-2535	LUMBER, TOGGLE, BLADE, TOOLS	R	6/17/2020		1,717.16CR	136203	1,614.77
M13124	METROPOLITAN COUNCIL							
	I-202006085865	MAY 2020 SAC FEES	R	6/17/2020		2,460.15CR	136204	2,460.15
M13227	MN DEPT OF COMMERCE							
	I-1000044622	Q1 2021 INDIRECT ASSESSMENT	R	6/17/2020		1,727.42CR	136205	1,727.42
M13375	MTI DISTRIBUTING COMPANY							
	I-1260067-00	JOINT BALL	R	6/17/2020		58.31CR	136206	
	I-1260067-01	TIE ROD	R	6/17/2020		183.00CR	136206	241.31
M14074	MNSPECT LLC							
	I-8310	APR 2020 INSPECTION FEES	R	6/17/2020		6,068.69CR	136207	6,068.69
N07096	NAPA AUTO PARTS							
	C-035434	RETURN SPLASH & SEATCOVER	R	6/17/2020		55.98	136208	
	I-3617-034001	DICKIES, SPLASH & SEATCOVER	R	6/17/2020		74.98CR	136208	
	I-3617-034300	SUPPORTS	R	6/17/2020		93.98CR	136208	
	I-3617-034502	BODY SPLASH GUARDS	R	6/17/2020		34.99CR	136208	
	I-3617-034615	STEERING FLUID BAY DOOR GEN	R	6/17/2020		41.88CR	136208	
	I-3617-035448	SEALED ST LAMP	R	6/17/2020		13.49CR	136208	
	I-3617-035473	SPARK PLUG	R	6/17/2020		2.39CR	136208	
	I-3617-035610	LED MARKER LAMP	R	6/17/2020		16.99CR	136208	
	I-3617-036286	HOSE, SEAL TAPE, BLK SILICONE	R	6/17/2020		34.62CR	136208	
	I-3617-036364	RTU EXT/LIFE GAL	R	6/17/2020		23.96CR	136208	281.30
N14145	NORTH COUNTRY GARAGE DOOR							
	I-3773	REPAIRS GARAGE DOOR #86	R	6/17/2020		800.00CR	136209	800.00

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**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
N14168	NORTHERN TOOL & EQUIPMENT							
	I-4131112985	MAGNESIUM FLOAT & HAMMER	R	6/17/2020		75.98CR	136210	75.98
O15001	O'REILLY AUTO PARTS							
	I-2074-475153	R&M VEHICLES CLEANING SUPPLY	R	6/17/2020		89.37CR	136211	89.37
O15006	OAKDALE RENTAL CENTER							
	I-145760	CONCRETE	R	6/17/2020		234.00CR	136212	234.00
O15026	OMG MIDWEST INC dba MN PAVING & MATERIALS							
	I-PAYVOUCHER#8	2018 STRETT & UTILITY IMP PRJT	R	6/17/2020		12,286.96CR	136213	12,286.96
P16285	PLUNKETT'S PEST CONTROL							
	I-6609285	APR PEST CONTROL PW BLDG	R	6/17/2020		39.36CR	136214	
	I-6645452	MAY 2020 PEST CONTROL CC	R	6/17/2020		35.69CR	136214	
	I-6645453	MAY EXTERIOR PEST CONTROL CC	R	6/17/2020		124.80CR	136214	
	I-6645454	MAY PEST CONTROL PW BLDG	R	6/17/2020		39.36CR	136214	
	I-6645455	MAY PEST CONTROL CITY HALL	R	6/17/2020		34.86CR	136214	274.07
P16336	POMPS TIRE SERVICE INC							
	I-980069361	TIRE REPAIR UNIT #9828	R	6/17/2020		330.43CR	136215	330.43
P16413	PRECISION LANDSCAPE & TREE INC							
	I-81423	TREE STUMP GRINDING/REMOVAL	R	6/17/2020		10,057.50CR	136216	10,057.50
R17985	RACHEL CONTRACTING INC							
	I-PAYVOUCHER#4	ANCHOR BLOCK GRADING FINAL	R	6/17/2020		18,315.46CR	136217	
	I-PV#2 CSAH 68	CSAH 68 MCKNIGHT ROAD	R	6/17/2020		243,771.19CR	136217	262,086.65
R18010	RAMSEY COUNTY							
	I-RESFA-003830	MAY PUBLIC WORKS TIPPING	R	6/17/2020		508.48CR	136218	
	I-RESFA-003845	MAY RESIDENTIAL TIPPING	R	6/17/2020		26,844.66CR	136218	27,353.14
R18022	RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH							
	I-202006115905	MAY 2020 CEC RESIDENT/COMM	R	6/17/2020		12,835.65CR	136219	12,835.65
R18030	RDO EQUIPMENT COMPANY							
	I- P7608301	PIN FASTENER	R	6/17/2020		19.90CR	136220	19.90
R18042	RAMSEY-WASH METRO WATERSHED DIST							
	I-202006055854	STORMWATER IMPACT FUND	R	6/17/2020		65,100.00CR	136221	65,100.00

PACKET: 04548 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
R18047	NM CLEAN 1, LLC							
	I-202006105866	R&M VEHICLES PD SQUAD WASHES	R	6/17/2020		181.86CR	136222	181.86
R18091	RESCO							
	I-778749-00	PADMOUNT UNITS	R	6/17/2020		21,089.20CR	136223	
	I-787580-00	WIRE, X-ARM, BRACES, LAGS, STP	R	6/17/2020		5,210.80CR	136223	
	I-788040-00	CUTOUT BRACKETS	R	6/17/2020		290.00CR	136223	
	I-788137-00	DIE	R	6/17/2020		224.00CR	136223	26,814.00
R18135	ROC INC							
	I-76644	JUNE 2020 CLEANING SERVICE CH	R	6/17/2020		2,971.10CR	136224	
	I-76651	JUN 2020 CLEANING PW BLDG	R	6/17/2020		1,204.50CR	136224	
	I-76652	JUN 2020 CLEANING NSP LIBRARY	R	6/17/2020		880.00CR	136224	5,055.60
R18170	CITY OF ROSEVILLE							
	I-0228991	JUNE 2020 IT SUPPORT SERVICES	R	6/17/2020		18,581.00CR	136225	18,581.00
S18996	SAFE-FAST INC							
	I-INV232204	SAFETY GLASSES	R	6/17/2020		48.24CR	136226	48.24
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN2988396	MINI FAN	R	6/17/2020		21.82CR	136227	
	I-IN2990267	ENVELOPES	R	6/17/2020		77.72CR	136227	99.54
S19106	SITE ONE LANDSCAPE SUPPLY							
	I-100313532-001	SPIGOT X SOCKET	R	6/17/2020		46.91CR	136228	
	I-100465352-001	SPIGOT X SOCKET, TEFLON TAPE	R	6/17/2020		71.82CR	136228	118.73
S19112	SCREEN TECH							
	I-13618	SIGNS FOR TENNIS COURTS	R	6/17/2020		165.00CR	136229	
	I-13621	PARKS OPEN FOR USE SIGNS	R	6/17/2020		380.00CR	136229	545.00
S19177	SHELTERTECH CORPORATION							
	I-10296-1	ASBESTOS INSPECTION & REPORT	R	6/17/2020		880.00CR	136230	
	I-10297-A	REMOVE/DISPOSE ASBESTOS	R	6/17/2020		24,360.00CR	136230	
	I-10356-1	ASBESTOS REMOVE/DISPOSE	R	6/17/2020		1,160.00CR	136230	26,400.00
S19409	STAR TRIBUNE							
	I-I00355006-05102020	ORDINANCE PUBLICATION	R	6/17/2020		60.26CR	136231	
	I-I00355009-05102020	ORDINANCE PUBLICATION	R	6/17/2020		155.89CR	136231	
	I-I00355852-05172020	NOTIFICATION PUBLICATION	R	6/17/2020		81.22CR	136231	
	I-I00356667-05312020	FINANCIALS PUBLICATION	R	6/17/2020		1,831.38CR	136231	2,128.75

PACKET: 04548 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
T19150	T A SCHIFSKY & SONS INC							
	I-20-047#2	CITY WIDE STREET PATCHING	R	6/17/2020		25,252.50CR	136232	
	I-65923	SAND MIX & RECYCLED BASE	R	6/17/2020		2,383.44CR	136232	
	I-65963	RECYCLED BASE	R	6/17/2020		297.69CR	136232	
	I-65996	SAND MIX & RECYCLED BASE	R	6/17/2020		2,522.31CR	136232	
	I-PAYVOUCHER#2	2020 STREET & UTILITY IMP PRJT	R	6/17/2020		310,446.13CR	136232	340,902.07
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5010682509	JUNE 2020 COPIER LEASE	R	6/17/2020		213.93CR	136233	213.93
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M25664	MAY 2020 CC MTG SECRETARIAL	R	6/17/2020		402.50CR	136234	402.50
T20215	TOKLE INSPECTIONS INC							
	I-202006085864	MAY 2020 BUILDING INSPECTIONS	R	6/17/2020		1,866.40CR	136235	1,866.40
T20285	TRI STATE BOBCAT INC							
	I-A73057	CHAINSAW & OIL	R	6/17/2020		588.97CR	136236	
	I-V90854	BOBCAT REPAIRS	R	6/17/2020		822.17CR	136236	1,411.14
T20311	TRUGREEN LANDCARE							
	I-121534762	LAWN TREATMENT	R	6/17/2020		2,154.14CR	136237	2,154.14
T20461	TWIN CITY HARDWARE							
	I-PSI0097382	AD/CO TAILPIECE JD CYL & MORT	R	6/17/2020		13.20CR	136238	13.20
W23500	WSB & ASSOCIATES INC							
	I-R-013520-000-15	APR 2020 WELLHEAD PROTECTIO	R	6/17/2020		681.00CR	136239	
	I-R-014391-000-11	APR 2020 2020 ST & UTLTY IMPRT	R	6/17/2020		70,674.15CR	136239	
	I-R-015312-000-3	APR 2020 GEN SERV SAN SEWER	R	6/17/2020		356.00CR	136239	
	I-R-015314-000-4	APR 2020 GEN SERV 2020 STS	R	6/17/2020		1,001.00CR	136239	
	I-R-015844-000-1	APR 2020 2020 CRACK SEALING	R	6/17/2020		1,248.50CR	136239	73,960.65
W23502	WOODCHUCK TREE CARE							
	I-3826	TREE REMOVAL ACROSS CH	R	6/17/2020		975.00CR	136240	975.00
X14164	XCEL ENERGY							
	I-0417673651	GAS SERV CASEY PK 2536 7TH	R	6/17/2020		23.53CR	136241	
	I-0418113586	GAS SERVICE WELL#3 2485 HELEN	R	6/17/2020		27.41CR	136241	
	I-0418114074	GAS SERVICE WELL #2 2399 13TH	R	6/17/2020		28.70CR	136241	
	I-0418114102	GAS SERV PARK BLDG 2616 4TH	R	6/17/2020		45.29CR	136241	
	I-0418114445	GAS SERVICE WELL #1 2387 13TH	R	6/17/2020		31.69CR	136241	
	I-0418115256	GAS SERV WELL#4 2209 SHAWNEE	R	6/17/2020		39.34CR	136241	
	I-0418115264	GAS SERVICE WELL #5 2065 1ST	R	6/17/2020		32.93CR	136241	
	I-0418116610	GAS SERV PARK 2310 10TH AVE	R	6/17/2020		26.12CR	136241	255.01

PACKET: 04548 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
Z26047	ZAYO GROUP LLC							
	I-2020050011274	MAY 2020 DARK FIBER SERVICE	R	6/17/2020		5,239.60CR	136242	5,239.60

PACKET: 04548 Regular Payments

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05241	ELAVON							
	I-202006115867	MAY 2020 CREDIT CARD SERVICES	D	6/02/2020		9,722.69CR	000767	9,722.69
V22055	VANCO E-SERVICES							
	I-00010652466	MAY EXCHANGE GATEWAY SERV	D	6/15/2020		134.25CR	000768	134.25

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	86	0.00	1,191,602.11	1,191,602.11
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	9,856.94	9,856.94
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	89	0.00	1,201,459.05	1,201,459.05



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: June 16, 2020
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

6/17/2020 A/P Check Register	136243-136246	\$ 16,515.74
	Total	<u>\$16,515.74</u>

Approved this 16th day of June, 2020

City Manager

Mayor

PACKET: 04549 Regular Payments HRA

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
A1609	ABC MILLWORK & CABINETRY							
	I-613404	CABINETRY FOR 2198 2ND ST	R	6/17/2020		6,125.29CR	136243	
	I-613877	CABINETRY FOR 2198 2ND ST	R	6/17/2020		1,198.71CR	136243	7,324.00
L12462	LYMAN LUMBER COMPANY							
	I-912405	LUMBER	R	6/17/2020		269.74CR	136244	269.74
R18203	R & S UNDERWOOD HEATING & AIR COND							
	I-202006085855	HVAC INSTALLATION	R	6/17/2020		6,330.00CR	136245	6,330.00
W23500	WSB & ASSOCIATES INC							
	I-2-R-015318-000	MAR 2020 CODE ENFORCEMENT	R	6/17/2020		2,592.00CR	136246	2,592.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	4	0.00	16,515.74	16,515.74
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	16,515.74	16,515.74

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
June 16, 2020

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: Consent Agenda

Subject: Interfund Transfers

To: Honorable Mayor and City Council

Background/Facts:

- The 2019 Management Report produced by the City's independent auditor noted that as of year-end 2019 the Housing Improvement Fund was operating with a negative cash balance and no formal plan to resolve the deficit.
- The table below identifies the current land values within the fund.

PIN	Property Description	Assessed Value	Book Value	Deletions*	Ending Book Value
12.29.22.42.0087	2526 7th Avenue*	\$192,000	\$153,970	(\$153,970)	-
12.29.22.42.0151	2536 7th Avenue*	\$71,200	\$71,200	(\$71,200)	-
12.29.22.42.0093	Triangle behind old City Hall*	\$59,900	\$-	\$-	-
12.29.22.42.0112	2385 Margaret Street	\$39,600	\$39,600	-	\$39,600
12.29.22.33.0019	2357 East 7th Avenue	\$66,000	\$66,000	-	\$66,000
14.29.22.11.0034	2270 7th Avenue	\$66,400	\$66,400	-	\$66,400
12.29.22.33.0012- 12.29.22.33.0018, 12.29.22.33.0054	Eight parcels north of 7th Ave on the east side of 3rd Street	\$279,600	\$183,483	-	\$183,483
12.29.22.42.0018	2579 East 7th Ave	\$120,000	\$120,000	-	\$120,000
Total	Housing Improvement Fund	\$894,700	\$700,653	(\$225,170)	\$475,483

*City Council approved the sale of these parcels to the developer of the Old City Hall site for \$225,170

- Upon sale of the parcels located on the old City Hall site the cash balance in the fund will be a deficit of \$303,383. The book value of the land is projected to be \$475,483.
- In an effort to resolve this management comment, staff is requesting Council consideration for moving funds and land to resolve the deficit in the Housing Improvement Fund.

- Per the table below (with land sales related to the development of TIF 4-8 on the site formerly occupied by the old City Hall) staff is recommending all of the land be transferred to the Housing Redevelopment Authority and the Permanent Improvement Revolving Fund.
- All transfers will be less than assessed and book values.

PIN	Property Description	Book Value	Land Transfer to HRA	Land Transfer to PIR	Cash Transfer to HIF
12.29.22.42.0112	2385 Margaret Street	\$39,600	\$0	-	\$0
12.29.22.33.0019	2357 East 7th Avenue	\$66,000	-	\$60,000	\$60,000
14.29.22.11.0034	2270 7th Avenue	\$66,400	-	\$60,000	\$60,000
12.29.22.33.0012- 12.29.22.33.0018, 12.29.22.33.0054	Eight parcels north of 7 th on the east side of 3rd	\$183,483	\$183,383	-	\$183,383
12.29.22.42.0018	2579 East 7th Ave	\$120,000	\$0	-	\$0
Total		\$475,483	\$183,383	\$120,000	\$303,383

Cash Balance as of 6/10/2020	\$410,945	\$505,217	(\$528,553)
Sale of Land at Old City Hall Site	-	-	\$225,170
Updated Cash Balance	\$410,945	\$505,217	(\$303,383)
Cash Balance if Transfers are Approved	\$227,562	\$385,217	-

Recommendation: Staff is requesting Council approval to process the Interfund transfers as outlined above.

Attachments:

Respectfully submitted,

/s/ JZ by mm

Jason Zimmerman
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

A RESOLUTION AUTHORIZING THE TRANSFER OF LAND FROM THE HOUSING IMPROVEMENT FUND TO THE HOUSING REDEVELOPMENT AUTHORITY AND PERMENANT IMPROVEMENT REVOLVING FUND

WHEREAS, The City of North St. Paul (“City”) prudently manages its fund accounts for the betterment of the community; and

WHEREAS, The City owns various parcels for the purpose of redevelopment and infrastructure improvements; and,

WHEREAS, The Housing Improvement Fund is used to account for a number of the parcels that have been acquired; and

WHEREAS, upon the sale of parcels located on the Old City Hall site as part of TIF 4-8, the Housing Improvement Fund will have a total assessed value of \$571,600 and a negative cash balance of \$303,383; and,

WHEREAS, City staff is recommending the transfer of parcels to better align with the current fund structure;

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, approve the following transfers of land from the Housing Improvement Fund to the Housing Redevelopment Authority and the Permanent Improvement Revolving Fund:

PIN	Property Description	Assessed Value	Land Transfer to HRA	Land Transfer to PIR	Cash Transfer to HIF
12.29.22.42.0112	2385 Margaret Street	\$39,600	\$0	-	\$0
12.29.22.33.0019	2357 East 7th Avenue	\$66,000	-	\$60,000	\$60,000
14.29.22.11.0034	2270 7th Avenue	\$66,400	-	\$60,000	\$60,000
12.29.22.33.0012- 12.29.22.33.0018, 12.29.22.33.0054	Eight parcels north of 7 th on the east side of 3rd	\$279,600	\$183,383	-	\$183,383
12.29.22.42.0018	2579 East 7th Ave	\$120,000	\$0	-	\$0
Total		\$571,600	\$183,383	\$120,000	\$303,383

ADOPTED this 16th day of June, 2020.

Motion by Council Member xxx

Second by Council Member xxx

Voting: Aye: Council Member Thorsen
 Council Member Petersen
 Council Member Walczak

Council Member Sonnek

Mayor Furlong

Nay: None

Abstain: None

Absent: None

Terrence J. Furlong, Mayor

ATTEST:

Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum
North St. Paul City Council
June 16, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Subject: Renewal of City 3.2 On-sale Liquor Licenses.

To the Honorable Mayor and City Council:

To review and approve or deny applications for renewal of City 3.2 On-sale Liquor Licenses.

Facts:

- Applications for renewal of **3.2 On-Sale Liquor Licenses**, have been received from the following North St. Paul businesses and/or liquor licensees:
 - Calvin J. Ahlquist, owner, North St. Paul Pizza Factory Inc., dba North St. Paul Pizza Factory, 2137 Division Street;
 - Roger A. Vasko, officer, Polar Charity Inc., dba Polar Charity Inc., McKnight Concessions, McKnight Fields, 2310 10th Avenue.
- The applicants have provided proof of liability and worker's compensation insurance, and a current lease for the premises from which their sales are intended. Each applicant has obtained a food license from Ramsey County.
- Criminal history and records checks have been completed and revealed nothing that would preclude the renewal of any of the liquor licenses.
- Per City ordinance, no sale, dispensing or any manner of furnishing intoxicating liquor shall be made before 8:00 a.m. or after 1:00 a.m. Monday through Saturday, nor before 10:00 a.m. or after 1:00 a.m. on Sunday.
- The current licenses expire June 30, 2020. The renewal period will encompass July 1, 2020 through June 30, 2021.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth and City Attorney:

State Renewal of Liquor, Wine, Club or 3.2% License Applications

City Renewal of 3.2 On-Sale Liquor License Application Packets

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott A. Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-0xx

**RESOLUTION APPROVING 3.2 ON-SALE
LIQUOR LICENSE RENEWALS
EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

WHEREAS, the City of North St. Paul has received a renewal application from the below listed establishments to renew their annual Liquor Licenses for a period to run from July 1, 2020 through June 30, 2021; and,

WHEREAS, all appropriate forms and applications have been completed and submitted to the City Attorney for review and comment; and,

WHEREAS, the following establishments requesting 3.2 On-Sale 3.2 Liquor License renewals are:

- Calvin J. Ahlquist dba North St. Paul Pizza Factory, 2137 Division Street;
- Roger A. Vasko, officer, Polar Charity Inc., dba Polar Charity Inc., McKnight Concessions, McKnight Fields, 2310 10th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, it hereby approves the above liquor license renewals for the listed establishments as presented for the period of July 1, 2020 through June 30, 2021.

ADOPTED this 16th day of June, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong
Nay: None
Absent: None
Abstain: None

Terrence J. Furlong, Mayor

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

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held the 16th, day of June, 2020.

Mary H. Mills, Deputy Clerk

Agenda Information Memorandum
North St. Paul City Council
June 16, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Subject: Renewal of City Off-sale Intoxicating Liquor Licenses.

To the Honorable Mayor and City Council:

To review and approve or deny applications for renewal of City Off-sale Intoxicating Liquor Licenses.

Facts:

- Application(s) for renewal of **Off-Sale Intoxicating Liquor Licenses** were received from the following North St. Paul businesses and/or liquor licensees.
 - David V. Kuennen – Owner, DBA BrightWines.com (a sole proprietorship), 2420 Margaret Street.
 - Janine Brown-Wiese, Officer/Vice-President, on behalf of Target Corporation, for Target Store T-1185, located at 2199 Highway 36 E,
- The applicant(s) have provided proof of liability and worker's compensation insurance, and a current lease for the premises from which their sales are intended.
- Criminal history and records checks have been completed and revealed nothing that would preclude the renewal of any of the liquor licenses.
- Per City Ordinance: Permissible hours of operation are 8am-10pm Monday through Saturday, and 11am-6pm Sunday. Sales are prohibited on Thanksgiving Day, Christmas Day – December 25, and after 8pm on Christmas Eve – December 24, unless a Sunday, then no sales after 6pm.
- The current licenses expire June 30, 2020. The renewal period will encompass July 1, 2020 through June 30, 2021.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth and City Attorney:

State Renewal of Liquor, Wine, Club or 3.2% License Applications

City Renewal of Off-Sale Intoxicating Liquor License Application Packets

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott A. Duddeck
City Manager

Agenda placement: City Business

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-0xx

**RESOLUTION APPROVING ANNUAL RENEWAL FOR
OFF-SALE INTOXICATING LIQUOR LICENSES**

WHEREAS, the City of North St. Paul has received renewal applications from the below listed establishment(s) to renew annual Liquor Licenses for a period to run from July 1, 2020 through June 30, 2021; and,

WHEREAS, all appropriate forms and applications have been completed and submitted to the City Attorney for review and comment; and,

WHEREAS, the following establishment(s) requesting **Off-Sale Intoxicating Liquor License** renewals are:

- David V. Kuennen – Owner, DBA BrightWines.com (a sole proprietorship), 2420 Margaret Street;
- Janine Brown-Wiese, Officer/Vice-President, on behalf of Target Corporation, for Target Store T-1185, located at 2199 Highway 36 E.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, it hereby approves the above liquor license renewal(s) for the listed establishments as presented for the period of July 1, 2020 through June 30, 2021.

ADOPTED this 16th day of June, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member Thorsen
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Furlong
Nay: None
Absent: None
Abstain: None

Terrence J. Furlong, Mayor

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

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held the 16th, day of June, 2020.

Mary H. Mills, Deputy Clerk

Agenda Information Memorandum
North St. Paul City Council
June 16, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Subject: Renewal of City On-sale Intoxicating Liquor Licenses with patio or outdoor serving areas.

To the Honorable Mayor and City Council:

To review and approve or deny applications for renewal of City On-sale Intoxicating Liquor Licenses.

Facts:

- Applications for renewal of ***On-Sale Intoxicating Liquor Licenses***, including ***Sunday Sales On-Sale Intoxicating Liquor Licenses*** have been received from the following North St. Paul businesses and/or liquor licensees:
 - Kurt F. Adamson - Owner, K&J Catering Inc., DBA K&J Catering, 2546 7th Avenue (includes the fenced, compact and contiguous patio area located on the South side of the premises).
 - Michael J. Brown - Owner, Neumann's Vintage Speakeasy Inc., DBA Neumann's Bar & Grill, 2531 7th Avenue (includes the fenced, compact and contiguous patio area located on the West & North side of the premises).
 - Kelly A. Jonas - Owner, on behalf of BK Jonas Inc. DBA Roddy's Bar & Grill, 2541 7th Avenue (includes the fenced, compact and contiguous patio area located on the North side of the premises).
- The applicants have provided proof of liability and worker's compensation insurance, and a current lease for the premises from which their sales are intended. Each applicant has obtained a food license from Ramsey County.
- Criminal history and records checks have been completed and revealed nothing that would preclude the renewal of any of the liquor licenses.
- Per City ordinance, no sale, dispensing or any manner of furnishing intoxicating liquor shall be made before 8:00 a.m. or after 1:00 a.m. Monday through Saturday, nor before 8:00 a.m. or after 1:00 a.m. on Sunday.
- The current licenses expire June 30, 2020. The renewal period will encompass July 1, 2020 through June 30, 2021.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth and City Attorney:

State Renewal of Liquor, Wine, Club or 3.2% License Applications

City Renewal of On-Sale Intoxicating Liquor License Application Packets

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott A. Duddeck
City Manager

Agenda placement: City Business

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-0xx

**RESOLUTION APPROVING ANNUAL RENEWAL OF ON-SALE
INTOXICATING LIQUOR AND SUNDAY INTOXICATING LIQUOR LICENSES
FOR ESTABLISHMENTS WITH PATIO OR OUTDOOR SERVICE AREAS**

WHEREAS, the City of North St. Paul has received a renewal application from the below listed establishments to renew their annual Liquor Licenses for a period to run from July 1, 2020 through June 30, 2021; and

WHEREAS, all appropriate forms and applications have been completed and submitted to the City Attorney for review and comment; and

WHEREAS, the following establishments requesting **On-Sale Intoxicating Liquor & Sunday Intoxicating Liquor License** renewals are:

- Kurt F. Adamson, owner, K&J Catering Inc., dba K&J Catering, 2546 7th Avenue;
- Michael J. Brown, owner, Neumann's Vintage Speakeasy Inc., dba Neumann's Bar & Grill, 2531 7th Avenue;
- Kelly A. Jonas, owner, BK Jonas Inc., dba Roddy's Bar & Grill, 2541 7th Avenue.

WHEREAS, the above establishments have fenced, compact and contiguous patio areas that are approved as part of their applications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, it hereby approves the above liquor license renewals for the listed establishments as presented for the period of July 1, 2020 through June 30, 2021.

ADOPTED this 16th day of June, 2020.

Motion by Council Member
Second by Council Member

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

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

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

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held the 16th, day of June, 2020.

Mary H. Mills, Deputy Clerk

Agenda Information Memorandum
North St. Paul City Council
June 16, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Subject: Renewal of City On-sale Intoxicating Liquor Licenses w/o patio or outdoor serving areas.

To the Honorable Mayor and City Council:

To review and approve or deny applications for renewal of City On-sale Intoxicating Liquor Licenses.

Facts:

- Applications for renewal of ***On-Sale Intoxicating Liquor Licenses***, including ***Sunday Sales On-Sale Intoxicating Liquor Licenses*** have been received from the following North St. Paul businesses and/or liquor licensees:
 - Michelle Holeman - Manager, on behalf of American Legion Post 39, DBA American Legion Bar/Hall Inc., 2678 7th Avenue.
 - Gerald Bayers. - President, on behalf of Four Bayers Inc. DBA Polar Lounge, 2549 7th Avenue.
 - Thomas Mulvaney - Officer, on behalf of TBK Inc., DBA Sidewinders, 2573 7th Avenue.
 - Jennifer Kasal - Manager, on behalf of VFW 1350, DBA Arthur O. Haukland Club, 2483 7th Avenue.
- The applicants have provided proof of liability and worker's compensation insurance, and a current lease for the premises from which their sales are intended. Each applicant has obtained a food license from Ramsey County.
- Criminal history and records checks have been completed and revealed nothing that would preclude the renewal of any of the liquor licenses.
- Per City ordinance, no sale, dispensing or any manner of furnishing intoxicating liquor shall be made before 8:00 a.m. or after 1:00 a.m. Monday through Saturday, nor before 8:00 a.m. or after 1:00 a.m. on Sunday.
- The current licenses expire June 30, 2020. The renewal period will encompass July 1, 2020 through June 30, 2021.

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth and City Attorney Amy Schutt:

State Renewal of Liquor, Wine, Club or 3.2% License Applications

City Renewal of On-Sale Intoxicating Liquor License Application Packets

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott A. Duddeck
City Manager

Agenda placement: City Business

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-0xx

**RESOLUTION APPROVING ANNUAL RENEWAL OF ON-SALE
INTOXICATING LIQUOR AND SUNDAY INTOXICATING LIQUOR LICENSES
FOR ESTABLISHMENTS WITHOUT PATIOS OR OUTDOOR SERVICE AREAS**

WHEREAS, the City of North St. Paul has received a renewal application from the below listed establishments to renew their annual On-Sale and Sunday On-Sale Liquor Licenses for a period to run from July 1, 2020 through June 30, 2021; and

WHEREAS, all appropriate forms and applications have been completed and submitted to the City Attorney for review and comment; and

WHEREAS, the following establishments requesting **On-Sale Intoxicating Liquor & Sunday Intoxicating Liquor License** renewals are:

- Michelle Holeman, manager, American Legion Post 39 dba American Legion Bar/Hall Inc., 2678 7th Avenue;
- Gerald Bayers, president, Four Bayers Inc., dba Polar Lounge, 2549 7th Avenue;
- Thomas Mulvaney, officer, TBK Inc., dba Sidewinders, 2573 7th Avenue;
- Jennifer Kasal, manager, VFW Post 1350, dba Arthur O. Haukland Club, 2483 7th Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, it hereby approves the above liquor license renewals for the listed establishments as presented for the period of July 1, 2020 through June 30, 2021.

ADOPTED this 16th day of June, 2020.

Motion by Council Member
Second by Council Member

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

Nay: None

Absent: None

Abstain: None

Terrence J. Furlong, Mayor

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

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held the 16th, day of June, 2020.

Mary H. Mills, Deputy Clerk

North St. Paul, Minnesota

Policy for Temporary Outdoor Customer Service Areas

Pursuant to Mayoral Proclamation and Council Resolution, the City of North St. Paul has declared a Peace Time Emergency due to the COVID-19 Health Pandemic.

In furtherance of the federal, state, and local government response, there is a need to provide multiple additional and alternative customer service areas on commercial sites in order to limit forward facing exchanges between customers and employees, and to promote physical and social distancing between persons engaged in business activities within the City.

Effective immediately, and notwithstanding any city code provision to the contrary, any business located in a commercial or industrial zone may establish drive-up or drive-thru areas, customer ordering, waiting or pick-up areas, or customer seating or service areas on its property to facilitate safe commercial activity conducted consistent with federal and state orders or guidelines. The temporary outdoor use may occur in sidewalks, some parking spaces, or undeveloped outdoor areas adjacent to their buildings without need for a variance. However, if the business is not the fee owner of the property used by the business for the temporary outdoor use, any temporary outdoor use must have written approval from the fee owner of the premises.

No city permits are required; however, operators must prepare a plan to be approved by the City prior to establishing a temporary customer service area. The plan shall illustrate on-site traffic, a map of the expansion, and operational management. Additionally, the plan must show that customer service areas do not impede sidewalk usage, block disabled person parking spaces or routes, and that all activities do not create nuisance conditions for abutting properties or the general public.

If alcohol is to be dispensed or consumed in the proposed temporary customer areas, the licensee must obtain a modification to their defined premises areas in the liquor license through the City.

On-site signage is authorized. Temporary tables, tents, and sun shelters may be erected, but any structure requiring state building and fire code permits must submit plans and permit applications for accelerated review by city staff.

The terms and conditions of this order may be modified or clarified by subsequent order and those changes may have retroactive effect.

This policy will continue until December 31, 2020 unless repealed by subsequent City Council action. Effective this 19th day of May, 2020.

/s/ Terrence J. Furlong, Mayor

/s/ Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
June 16, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: To amend the 2020 City Council meeting calendar.

To: Honorable Mayor and City Council

Background/Facts:

- At the April 21st meeting the City Council added remote workshop meetings through June 30, 2020
- It is requested that the City Council add the following additional remote workshop meetings:
 - Tuesday, July 14
 - Tuesday, July 28
 - (No meeting August 11th – State Primary Election)
 - Tuesday, August 25
 - Tuesday, September 8
 - Tuesday, September 22
- National Night Out typically falls on the first Tuesday of August. This year it has been postponed due to the pandemic concerns.
- The recommended rescheduled date for NNO is Tuesday, October 6, 2020 which is a regular city council meeting date.
- It is recommended that the August workshop and regular council meeting be reinstated for August 4, 2020 and the October 6th meetings be cancelled.

Recommendation: It is recommended the City Council add the listed additional remote workshop meetings as indicated, approve reinstating August 4, 2020 workshop and regular council meetings and cancel those scheduled for October 6, 2020.

ATTACHMENTS

Resolution

Respectfully submitted,

/s/ SD by mm

Scott Duddeck, City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

**AMENDED RESOLUTION ADOPTING THE 2020
CITY COUNCIL MEETING SCHEDULE**

WHEREAS, the City Council passed Resolution No. 2020-002 Adopting the 2020 City Council Meeting Schedule on January 7, 2020, and amended the schedule with Resolution No. 2020-052 on April 21, 2020; and

WHEREAS, all recitals of Resolution No. 2020-002 and 2020-052 are incorporated herein; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, the following 2020 City Council regular meeting schedule is hereby amended to include the following additional workshop sessions as set forth below and to reinstate the August 4, 2020 workshop and regular meeting; and cancel the October 6, 2020 workshop and regular meeting:

For the following dates, Workshop (5:00 p.m.) & Regular Meeting Schedule (6:30 p.m.), as previously set by Resolution No. 2020-002			
January 7 & 21	February 4 & 18	March 3* & 17	April 7 & 21
May 5 & 19	June 2 & 16	July 7 & 21	August 4 & 18
September 1 & 15	October 20	November 6* & 17	December 1 & 15
Additional Remote Workshop Sessions (5:00 p.m.)			
April 28	May 12 & 26	June 23 & 30	
July 14 & 28	August 25	September 8 & 22	

ADOPTED this 16th day of June, 2020.

Motion by Council Member xxx
Second by Council Member xxx

Voting: Aye: Council Member Thorsen
 Council Member Petersen
 Council Member Walczak
 Council Member Sonnek
 Mayor Furlong
 Nay: None
 Abstain: None
 Absent: None

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

Agenda Information Memorandum
North St. Paul City Council
June 16, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Approval of a Contract for Private Development (“Contract”) for the sale and development of Lot 1, Block 1, Anchor Block Commons (“Property”) to IP4 AF St. Paul, LLC (“Developer”).

To: Honorable Mayor and City Council

Background/Facts:

The City Council is being asked to approve a Contract for Private Development (“Contract”) for the sale and development of Lot 1, Block 1, Anchor Block Commons (“Property”) to IP4 AF St. Paul, LLC (“Developer”). A Resolution approving the Contract is attached to this Memorandum.

The City acquired the property as part of the acquisition of the Anchor Block site from Anchor Crossings, LLC, (“Contract Vendor”) under a Contract for Deed in 2019 (“Contract for Deed”). Thereafter, the City corrected soils for the Anchor Block site, platted the property as Anchor Block Commons and installed public improvements, including streets and utilities. The Property is located within Development District No. 4 and Tax Increment Financing (Soils Condition) District No. 4-11.

To further the objectives of the Development Plan for Development District No. 4, the Contract proposes to convey the Property to the Developer under the terms of the Contract at a purchase price of \$1.1 million dollars. The Contract requires the Developer to construct Minimum Improvements consisting of an approximate 101,400 gross square foot storage facility and other required and accessory site improvements consistent with Construction Plans to be approved by the City no later than January 1, 2022.

The Contract also requires the Developer to enter into a Minimum Assessment Agreement establishing a Minimum Market Value for the Property of \$5,519,500.00 over the term of the TIF District to provide additional assurance that the City will recoup the debt it funded for the costs in acquiring and preparing the Property for future development.

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

Recommendation:

Staff recommends approval of Resolution No. 2020-__ Approving a Contract for Private Development for the Conveyance and Development of Lot 1, Block 1, Anchor Block Commons and Dispensing with Statutory Requirements for Review by the Planning Commission.

Attachments:

Contract for Private Development
Resolution

Respectfully submitted,

Scott Duddeck
City Manager

CONTRACT

FOR

PRIVATE DEVELOPMENT

By and Between

THE CITY OF NORTH ST. PAUL

and

IP4 AF ST. PAUL, LLC

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

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CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made on or as of the ____ day of June, 2020 (“Effective Date”) by and between the **CITY OF NORTH ST. PAUL**, a public body corporate and politic under the laws of the State of Minnesota (the “City”) and **IP4 AF ST. PAUL, LLC**, a Delaware limited liability company (the “Developer”).

WITNESSETH:

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

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

WHEREAS, in furtherance of these objectives and in connection with the Project Area, the City has also established a Tax Increment Financing (Soils Condition) District No. 4-11 (the “Tax Increment District”) pursuant to the authority granted in Minn. Stat. 469.174, et seq., as amended (the “Tax Increment Act”).

WHEREAS, in order to achieve the objectives of the Development Plan and particularly to make the specified plan in the Project Area available for development by private enterprise for and in accordance with the Development Plan, the City has determined to acquire the property within the Project Area and remediate soils within the Project Area and to use tax increment generated by proposed development within the Project Area to assist with financing a portion of the extraordinary soils remediation costs and related administrative expenditures;

WHEREAS, the Developer has proposed a development as hereinafter defined within the Project Area which the City has determined will promote and carry out the objectives for which the Development Plan has been undertaken, will be in the vital and best interests of the City and the health, safety and welfare of its residents and is in accord with the public purposes and provisions of the applicable state and local laws and requirements under which development in the Project Area has been undertaken and is being assisted;

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

ARTICLE I. DEFINITIONS

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

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

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

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

“Assessment Agreement” means the agreement, substantially in the form of the agreement contained in Schedule D attached to and made a part of this Agreement, among the Developer, the City, and the Ramsey County Assessor to be entered into pursuant to Section 6.2 of this Agreement.

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

“City” means the City of North St. Paul, Minnesota.

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

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property which plans (a) detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector or building official of the City; (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) elevations and floor plans; (4) landscape plan; (5) cross sections (length and width); and (6) such other plans or supplements to the foregoing plans as the City may reasonably request; and (c) shall be consistent with the preliminary plans approved by the City.

“County” means the County of Ramsey, Minnesota.

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

“Developer” IP4 AF St. Paul, LLC, a Delaware limited liability company, or any permitted successors or assigns.

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

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

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

“Event of Default” means an action by the Developer or the City listed in Article VIII of this Agreement.

“Lender” means any financial institution or other person or entity that from time to time provides secured financing to Developer for some or all of the Minimum Improvements or the Development Property, and any agent, security agent, collateral agent, indenture trustee, loan trustee, loan participant or participating or syndicated lenders involved in whole or in part in such financing, and their respective representatives, successors and assigns.

“Maturity Date” means January 1, 2042.

“Memorandum” means the memorandum of this Agreement, between Developer and the City to be entered into and recorded as of the Closing Date substantially in the form attached contained in Schedule E attached to and made a part of this Agreement.

“Minimum Assessment Agreement” means the Minimum Assessment Agreement establishing a Minimum Market Value of the Development Property and the Minimum Improvements substantially in the form attached hereto as Schedule D.

“Minimum Improvements” means construction of an approximate 101,400 gross square foot storage facility and other required and accessory site improvements constructed on the Development Property by Developer as specified in the Construction Plans to be approved by the City and to be completed in accordance with all applicable local, state and federal regulations governing such improvements.

“Minimum Market Value” means \$5,519,500.00 as of January 2, 2022 to and including January 2, 2041, which is the minimum market value of the land and Minimum Improvements as confirmed by the Ramsey County Assessor.

“Mortgage” means a mortgage obtained by the Developer from a third party lender in accordance with Section 7.4 of this Agreement.

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

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

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

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

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

“Purchase Price” means the sum of One Million One Hundred Thousand and no/100 (\$1,100,000.00) Dollars for the Development Property, which the Developer shall pay the City for the purchase of the Development Property.

“State” means the State of Minnesota.

“Tax Increment Act” means Minnesota Statutes, Sections 469.174 through 469.1794 inclusive.

“Tax Increment District” means Tax Increment Financing (Soils Condition District No. 4-11).

“Unavoidable Delays” means delays outside the control of the Party claiming its occurrence which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, Acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City if the City is the party claiming the occurrence) which directly result in delays. Unavoidable delays shall not include delays in the Developer’s obtaining permits or governmental approvals necessary directly to enable construction of the Minimum Improvements.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

(b) The Tax Increment District has been established as a soils condition district within the meaning of Minnesota Statutes, section 469.174, subd. 19.

(c) The City has created, adopted and approved the Tax Increment District and Tax Increment Plan in accordance with the provisions of the Tax Increment Act.

(d) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Tax Increment Plan.

(e) The City proposes, subject to the further provisions of this Agreement, to apply tax increment revenues to repay the City for the City's acquisition of the Development Property and soil remediation to allow for the development of the Development Property to occur.

(f) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or soil conditions thereon (including soils, pollutants, hazardous wastes or otherwise), or that the Development Property is suitable for the Developer's needs except as specifically set forth in this Agreement.

(g) To the actual knowledge of the City, except for any matters disclosed in any property documents delivered by City to Developer pursuant to Section 3.4 of this Agreement: (1) there has not been a release of any hazardous material or hazardous substance (including, without limitation, any petroleum or petroleum byproducts) on, under or affecting the Development Property; and (2) there are no other hazardous substances, hazardous materials, or hazardous waste present on the Development Property, including, without limitation, soil, groundwater or air contamination, in violation of any applicable environmental laws, rules or regulations ("Environmental Laws"), or liability under Environmental Laws for on-site or off-site disposal or migration of hazardous substances, hazardous materials or hazardous waste.

(h) The City entered the Anchor Block Commons redevelopment plat into the Minnesota Pollution Control Agency ("MPCA") Brownfields Program which includes the Development Property. Along with the MPCA enrollment, a Response Action Plan and Contingency Construction Plan ("RAP/CCP") was prepared for Phase 1 of the Anchor Block Commons plat redevelopment by WSB Engineering on August 23, 2019. Phase 1 of the Anchor Block Commons plat redevelopment included soil excavation and correction activities for geotechnical and grading purposes. Subsequent phases will include soil excavation associated with the construction of Anchor Drive and proposed construction of the residential/commercial buildings within the plat. The MPCA approved Phase 1 of the RAP/CCP on October 7, 2019 and the City completed Phase 1 excavation and correction activities in the fall/winter of 2019. A Phase 1 RAP Implementation Report was submitted to the MPCA on February 21, 2020 and is pending review. Further, a Vapor Assessment was completed at proposed residential/commercial building footprint areas within the Anchor Block Commons plat in 2019. The 2019 Vapor Assessment results will be submitted to the MPCA for review/approval on or before February 28, 2020.

(i) The City has received no notice of and has no knowledge of any pending or proposed special assessments affecting the Development Property or any proposed or pending

public improvements which may give rise to any special or area assessments affecting the Development Property.

(j) The City has received no notice of and has no knowledge that the Development Property or its use or uses are in violation of applicable law or any applicable private restriction.

(k) The City has received no notice of and has no knowledge of any action, litigation, investigation or proceeding of any kind including condemnation, pending or threatened against the Development Property, and City knows of no facts which could give rise to any such action, litigation, investigation or proceeding.

(l) The City has entered into a Contract for Deed to acquire the Development Property. There are no parties other than the Contract Vendor in possession of any portion of the Development Property, nor are there any leases (oral or written) applicable to or affecting the Development Property.

(m) No third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Development Property and the City has not entered into any other contracts for the sale of all or any portion of the Development Property with any third party.

(n) At the Closing, the City will be the fee owner of the Development Property.

(o) The City has no actual knowledge that a “well” (as defined in Minnesota Statutes Section 103I.005, subd. 21) is located on the Development Property.

(p) The City has no actual knowledge of an “individual sewage treatment system” (as defined in Minnesota Statutes Section 115.55, subd. 1(g)) located on the Development Property.

(q) The City certifies that, as of the date hereof, no methamphetamine production has occurred on the Development Property, pursuant to Minn. Stat. § 152.0275.

All representations and warranties shall survive Closing for a period of nine (9) months.

Section 2.2. Covenants by the City. The City covenants that:

(a) Whenever any Event of Default occurs and if the Developer shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City under this Agreement, the City agrees that it shall, within ten (10) days of written demand by the Developer, pay to the Developer the reasonable fees of such attorneys and such other expenses so incurred by the Developer.

(b) The City will cooperate with the Developer with respect to any litigation commenced with respect to the Development Property or the Minimum Improvements.

(c) Subject to Unavoidable Delays, the City will complete public improvements to serve the Development Property prior to November 1, 2020 in accordance with the plans approved for the final plat of Anchor Block Commons, including but not limited to electric, water, sanitary sewer and storm drainage improvements (“City Improvements”). Notwithstanding the foregoing, the final wear course for streets shall not be installed until 2021.

(d) Subject to Unavoidable Delays and satisfaction of the terms and conditions of this Agreement, the City will convey the Development Property to the Developer for construction of the Minimum Improvements on the Development Property in accordance with the terms of this Agreement.

(e) At or prior to Closing, the City will comply with all City requirements under the Contract for Deed for the Property for release of the Contract Vendor’s interest in the Development Property.

Section 2.3 Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company organized and existing under the laws of the State of Delaware, is authorized to transact business in this State, and has duly authorized the execution of this Agreement and the performance of its obligations under this Agreement. None of the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, or the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with the terms of any indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound.

(b) Developer acknowledges that although Developer is purchasing the Development Property at its fair market value as raw land, the City has incurred significant costs in acquiring and preparing the Development Property for development by Developer and recoupment of those costs by the City through tax increment revenue is necessary for the City to fund the debt for those costs and the obligations of Developer under this Agreement are necessary to ensure the reimbursement to the City through the tax increment revenue through the Maturity Date.

(c) The Minimum Improvements will be constructed at a cost to Developer of not less than \$6,388,000.00, exclusive of the value of the Development Property.

(d) As of the date of execution of this Agreement, the Developer has received no notice or communication from any local, state, or federal official that the anticipated activities of the Developer with respect to the Development Property may be or will be in violation of any environmental law or regulation.

(e) There are no pending or threatened legal proceedings, of which the Developer has notice, contemplating the liquidation or dissolutions of the Developer or threatening its

existence, or seeking to restrain or enjoin the transaction contemplated by the Agreement, or questioning the authority of the Developer to execute and deliver this Agreement or the validity of this Agreement.

All representations and warranties shall survive Closing for a period of nine (9) months.

Section 2.4 Covenants by the Developer. The Developer covenants that:

(a) Subject to the conditions contained in Article III below, the Developer will purchase the Development Property from the City, the Developer will construct and maintain the Minimum Improvements in accordance with the terms of this Agreement and all applicable local, State and Federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(b) Developer will use commercially reasonable efforts to obtain, in a timely manner, all required permits, licenses and approvals, and will use commercially reasonable efforts to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(c) Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

(d) Developer shall pay the normal and customary City fees and expenses for the approval and construction of the Minimum Improvements including, but not limited to, building permit fees, sewer accessibility charges (SAC), water accessibility charges (WAC) and park dedication fees.

(e) The Developer will cooperate with the City with respect to any litigation commenced with respect to the Development Property or the Minimum Improvements.

(f) The financing arrangements which the Developer has obtained or will obtain to finance the acquisition of the Development Property and the construction of the Minimum Improvements, will be sufficient to enable the Developer to successfully complete the Minimum Improvements as contemplated by this Agreement.

(g) Developer shall be responsible for the implementation of the MPCA approved RAP/CCP and any further work required beyond Phase I of the RAP related to development of the Development Property as required by the MPCA for Brownfield Site BF0001254 or any other applicable action plan from another appropriate regulatory authority.

ARTICLE III. CONVEYANCE OF DEVELOPMENT PROPERTY

Section 3.1. Status of Development Property. Subject to the satisfaction of the terms and conditions of this Agreement, the City agrees to sell the Development Property to the Developer and the Developer agrees to purchase the Development Property from the City in “as-is” condition through the execution and delivery of the Deed containing a right of reversion as provided under Section 8.4 of this Agreement and conveying marketable title to the Property, subject to:

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Restrictions and easements related to use or improvements of the Development Property that (i) do not affect Developer’s intended use or improvement of the Development Property, and (ii) have been approved by the Developer;
- (c) Reservations of minerals or mineral rights to the State of Minnesota;
- (d) The Plat;
- (e) This Agreement;
- (f) Real estate taxes not yet due and payable in the year of the Closing and thereafter, subject to the prorations set forth in this Agreement;
- (g) Assessment Agreement; and
- (h) Permitted Encumbrances, as defined in Section 3.3 of this Agreement.

Section 3.2. Purchase Price. The purchase price for the Development Property shall be payable by Developer as follows:

(a) Sixty Thousand and No/100 Dollars (\$60,000.00) as earnest money deposited with the Title Company (as defined below) within three (3) business days after the execution of this Agreement (the “Earnest Money”) pursuant to the Escrow Agreement attached hereto as Schedule C (“Escrow Agreement”). Earnest Money shall be non-refundable except in the event of termination of this Agreement by Developer during the Due Diligence Period or as specifically set forth in this Agreement. The Earnest Money shall be applied towards the Purchase Price at Closing or otherwise dispersed pursuant to the terms herein; and

(b) The balance payable in cash, certified funds or wire transfer paid to the City at Closing.

Section 3.3. Title. The Developer has obtained a current commitment for the issuance of an ALTA 2006 owner’s policy of title insurance (the “Commitment”) issued by First

American Title Insurance Company, through its wholly-owned subsidiary, Republic Title of Texas, Inc., 201 Main Street, Suite 1400, Fort Worth, Texas 76102, Attention: Jeff Davis (“Title Company”), accompanied by copies of all documents affecting the Development Property identified in the Commitment and searches for real estate taxes, bankruptcies, judgments, liens and assessments. A mortgage, monetary lien or any other lien or encumbrance against the property shall be deemed to be a title objection and shall be removed by the City prior to Closing.

Developer shall have ten (10) days after the Effective Date to make its objections to matters disclosed in the Commitment in writing to the City. Any exceptions disclosed in the Commitment and not timely object to by the Developer shall be deemed permitted encumbrances (“Permitted Encumbrances”). The City shall have the right, but not the obligation within thirty (30) days after it receives such objections to have the same removed or satisfied. If Developer’s objections are not removed or satisfied by the City, then Developer may, at its sole discretion and as its sole and exclusive remedy, either (a) terminate this Agreement by written notice to the City and the City and Developer shall each be released from any further obligations and liability under this Agreement, except for any provisions of this Agreement which are made to survive the termination of this Agreement, and shall execute a mutual cancellation agreement evidencing the termination of this Agreement, in which event the Earnest Money paid by Developer shall be promptly refunded to Developer; or (b) waive such objections by written notice to the City and proceed to Closing with the understanding that such uncured objections shall be included as Permitted Encumbrances on the Deed at Closing; provided, however that if Developer has not notified the City of its election to either waive such objections or terminate this Agreement within ten (10) days after expiration of the City’s period to cure such objections, the Developer shall be deemed to have elected to waive such objections pursuant to clause (b) above.

If any additional exceptions arise after the date Developer receives the Commitment that are identified and disclosed by the Title Company that affect the Development Property (other than those created by or with the written consent of Developer) that are not set forth in the Commitment or on the Survey, then Developer shall have five (5) business days (“Supplemental Notice Date”) after the date it receives the amendment or supplement to the Commitment or updated Survey that reveals any new matter affecting the Development Property (“Supplemental Commitment or Survey”), to provide written notice (the “Supplemental Title Notice”) to the City of any such additional matters shown that are not reasonably satisfactory to Developer. If the City has not received such written notice from Developer by the applicable Supplemental Notice Date, then such silence shall be deemed Developer’s approval of the subject Supplemental Commitment or Survey. Within five (5) business days of receipt of a Supplemental Title Notice, the City shall deliver written notice to Developer and Title Company identifying which disapproved items the City shall undertake to cure or not cure (“City’s Supplement Response”). If the City does not deliver the City’s Supplemental Response within said five (5) business day period, then the City shall be deemed to have elected to not remove or otherwise cure any exceptions disapproved by Developer in Developer’s Supplemental Title Notice. If the City elects, or is deemed to have elected, not to remove or otherwise cure an exception disapproved in Developer’s Supplemental Title Notice, Developer shall have until three (3) business days after receipt of Developer’s Supplemental Response (or the date Developer is deemed to have made

an election) to notify the City and Title Company, in writing, of Developer's election to either waive the objection or terminate this Agreement. If Developer elects to terminate this Agreement pursuant to this Section, then the Earnest Money shall be promptly returned to Developer. If the City and Title Company have not received written notice from Developer within such period of time, then Developer shall be deemed to have waived its objection and to proceed with the transaction as contemplated herein.

Section 3.4. Due Diligence Period.

(a) Documents and Materials. Within 5 business days after the Effective Date, the City shall deliver to Developer copies of all documents, reports, studies, tests, drawings, surveys, agreements, contracts, and all other documentation relating to the Development Property in the City's possession or control or to which the City has knowledge or access (collectively, the "Property Documents"), including without limitation, any existing environmental reports and assessments, a copy of an existing survey covering the Development Property, and as built surveys and information on utilities serving the Development Property; provided, however, that notwithstanding the foregoing, the City's internally prepared notes, memoranda or other documents and any other documents or materials which are confidential or proprietary to the City will be excluded from the Property Documents.

(b) Right of Inspection. Developer shall have until 5:00 p.m. EST on the date that is 30 days after the Effective Date (the "Due Diligence Period"), as the same may be extended as provided below to satisfy itself, in its sole and absolute discretion concerning all aspects of the ownership, condition and development of the Development Property, including without limitation, the right of the Developer to physically inspect the Property and the right to examine the Property Documents. Developer shall have the right to examine the Property Documents and make physical inspections of the Development Property beginning on the Effective Date until Closing. Developer and its authorized employees, agents, contractors and representatives (collectively, "Developer's Representatives") shall be entitled to enter upon the Development Property at all reasonable times during the Due Diligence Period for the purpose of inspecting, investigating, surveying and the conducting of testing of the Development Property (collectively, "Inspections"), upon reasonable prior oral or written notice to the City. All inspections shall occur at reasonable times. Developer shall pay all costs and expenses of all Inspections. Notwithstanding anything herein to the contrary, Developer shall not perform soil tests, asbestos or lead tests, or perform tests of a similarly intrusive nature without the prior written consent of City; provided however Developer shall have the right to complete a Phase I and a Phase II environmental report as part of such Inspections.

(c) Approvals. During the Due Diligence Period, Developer shall use commercially reasonable efforts to obtain all governmental approvals and entitlements necessary to construct the Minimum Improvements on the Development Property (the "Approvals"). The Approvals shall include all entitlements, zoning designations, or other zoning and land use approvals required to construct the Minimum Improvements in an efficient and cost effective manner as determined by Developer in Developer's sole and absolute discretion. The City shall, at no cost or liability to the City, reasonably cooperate and affirmatively assist Developer with Developer's

efforts to obtain its Approvals, but does not guarantee the granting of such Approvals. Developer shall be solely responsible for all costs associated with obtaining the Approvals and no such Approvals will be effective prior to the Closing Date unless approved by the City.

(d) Upon (i) written notice to the City and (ii) depositing \$40,000.00 in additional “earnest money” (the “Extension Deposit”) with the Title Company pursuant to the Escrow Agreement attached hereto as Schedule C (“Escrow Agreement”) on or before the expiration of the initial Due Diligence Period, Developer shall have the right to extend the initial Due Diligence Period for a period of 30 days. The initial Due Diligence Period, as extended for such 30 day period, is referred to herein as the “Due Diligence Period.” In the event this transaction does not close for any reason other than a City default, the Extension Deposit shall be non-refundable and delivered by the Title Company to the City promptly following the termination of this Agreement.

The Extension Deposit will be deemed part of and constitute “Earnest Money” for all purposes hereunder; provided however the Extension Deposit shall be non-refundable, except in the event this transaction does not close as a result of a City default.

(e) Indemnification; Manner of Inspections. Developer shall indemnify, defend and hold the City and the Development Property harmless from all loss, damages, costs, claims, liabilities and expenses, including without limitation attorneys’ fees, relating to the Inspections or the activities of the Developer and the Developer Representatives. Developer and the Developer Representatives shall perform the Inspections upon the Development Property (i) in a manner so as not to cause material damage to the Development Property or the death or personal injury to any persons and (ii) in a manner which keeps the Development Property free of any liens or third-party claims resulting therefrom. Developer shall repair and restore any material damage to the Development Property caused by any of the Developer Representatives during the Inspections and shall return the Development Property to substantially the same condition as existed prior to such entry. At the City’s option, a representative of the City may accompany Developer and the Developer Representatives during the Inspections. If this Agreement does not close for any reason, Developer shall promptly deliver to the City, at no cost to the City, copies of any written reports or other written information generated as a result of the Inspections; provided however, Developer makes no representations or warranties as to the accuracy of the information contained in such documents.

(f) Insurance. Before and during any Inspections, Developer and each Developer Representative shall maintain workers’ compensation insurance in accordance with applicable law, and Developer or the applicable Developer Representative, shall secure, maintain and provide evidence to City of (i) a commercial general liability insurance with limits of at least \$2,000,000 for bodily or personal injury or death, which policy shall name City and its agents as additional insureds, (ii) property damage insurance in the amount of at least \$1,000,000 and (iii) contractual liability insurance. Developer shall deliver to City evidence of such workers’ compensation insurance and a certificate evidencing the commercial general liability, property damage and contractual liability insurance before conducting any Inspections on the Development Property.

Section 3.5. Conditions Precedent Closing. The City and Developer agree that the transaction contemplated herein is contingent upon the resolution of the “City Contingencies” and “Developer Contingencies” contained in this Section 3.5. In the event any of the City Contingencies or Developer Contingencies have not been satisfied or waived, in the sole and absolute judgment of City or Developer as applicable, by the dates specified below, or, if no date is specified then on or before the Closing Date, the City and/or Developer, may terminate this Agreement by giving written notice to the other party and the Title Company shall promptly return the Earnest Money back to Developer and both Parties shall be relieved of all obligations under this Agreement except for those provisions that expressly survive the termination of this Agreement. The City Contingencies are for the sole benefit of the City and the City shall have the right to waive any or all of the City Contingencies by written notice to the Developer. The Developer Contingencies are for the sole benefit of the Developer and the Developer shall have the right to waive any or all of the Developer Contingencies by written notice to the City.

(a) The City’s obligation to convey the Development Property shall be subject to the satisfaction of, or waiver in writing by the City of, all of the following conditions precedent:

- (i) The Contract Vendor conveying the Development Property to the City on or before the Closing Date, through no fault of the City;
- (ii) The Developer shall have performed all of the obligations of this Agreement expressly required of the Developer to perform on or before the Closing Date, and the Developer shall not be in default under this Agreement;
- (iii) The Developer shall have submitted to the City and the City shall have approved Construction Plans for the Minimum Improvements pursuant to Section 4.2 of this Agreement; and
- (iv) Developer has obtained site plan approval and all necessary zoning and land use approvals for the construction of the Minimum Improvements on the Development Property.

(b) Developer’s obligation to accept title to the Development Property shall be subject to the satisfaction of, or waiver in writing by the Developer of all of the following conditions precedent:

- (i) The Contract Vendor conveying the Development Property to the City on or before the Closing Date. However, in the event of the failure of the Contract Vendor’s conveyance of the Development Property to the City and provided this Agreement has not been terminated by the parties, the City will take all reasonable action to enforce the Contract for Deed against the Contract Vendor and any funds received by the City for the Contract Vendor’s default shall be paid to the Developer if Developer

Closes on the Development Property, less any funds paid to the City for reimbursement of the City's actual damages incurred as a result of the Contract Vendor's default, and this provision shall survive Closing;

- (ii) The City shall have performed all of the obligations of this Agreement expressly required of the City to perform on or before the Closing Date, and the City shall not be in default under this Agreement;
- (iii) The City has provided temporary electric utilities and a temporary road for access to the Development Property sufficient to allow for issuance of a building permit for the Development Property ("Temporary Improvements");
- (iv) The City has provided a certified survey establishing that the grading for the Development Property is consistent with the approved grading plan for the Anchor Block Commons Plat;
- (v) On or before the Closing Date, Developer shall have obtained a "No Association Determination" or "No Further Action" letter from the MPCA pursuant to Minn. Stat. 115B.178 for the Identified Releases to the soil on the Property.
- (vi) On or before the expiration of the Due Diligence Period, Developer has determined that it is satisfied with its examination and analysis of the Property Documents;
- (vii) On or before the expiration of the Due Diligence Period, Developer has determined that it is satisfied in Developer's sole and absolute discretion with the condition of the Development Property, including, without limitation, the results of and matters disclosed by soil tests, engineering inspections, feasibility tests and studies, hazardous waste and environmental reviews, code and other legal compliance analysis and other tests and inspections, evaluations, assessments, surveys and reviews of the Development Property; and
- (viii) On or before the expiration of the Due Diligence Period, Developer has obtained all Approvals, all upon terms and conditions which will allow Developer to construct the development in an efficient and cost effective manner as determined by Developer in Developer's sole and absolute discretion (including amounts of any governmental fees or impositions and costs of construction required to satisfy such Approvals).

Section 3.6. Closing Documents.

(a) City Documents. At the Closing, the City shall execute, where appropriate, and deliver all of the following (collectively, the “City Documents”):

- (i) The Deed properly executed on behalf of the City conveying the Development Property to the Developer;
- (ii) A Minnesota Uniform Conveyancing Blank Form Affidavit Regarding Business Entity;
- (iii) A resolution of the City Council authorizing the City’s execution and delivery of the Deed;
- (iv) A non-foreign affidavit containing such information as required by Internal Revenue Code Section 1445(b)(9ii) and any regulations relating thereto;
- (v) A Minnesota Well Disclosure Certificate unless the Deed includes this statement: “Seller certifies that Seller does not know of any wells on the described real property;”
- (vi) Such information as required by Developer or Title Company to permit Title Company to file an electronic certificate of real estate value;
- (vii) A settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement;
- (viii) The Assessment Agreement required under Section 6.2;
- (ix) A counterpart to the Memorandum; and
- (x) Any other items required by this Agreement or reasonably requested by the Title Company or the Developer of the Closing.

(b) Developer Documents. At the Closing, the Developer shall execute, where appropriate, and deliver all of the following (collectively, the “Developer Documents”):

- (i) The Purchase Price less the Earnest Money by wire transfer of immediately available funds to the Title Company;
- (ii) Such affidavits of the Developer or other documents as may be reasonably required by the Title Company (including a Certificate of Real Estate Value) to record the City Documents and issue any title insurance policy required by the Developer;

- (iii) A resolution of the members or manager of the Developer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an officer of the Developer;
- (iv) A settlement statement reflecting the financial provision of the Closing, consistent with provisions of this Agreement;
- (v) The Assessment Agreement required under Section 6.2;
- (vi) A counterpart to the Memorandum; and
- (vii) Any other items required by this Agreement or reasonably requested by the Title Company or the City for the Closing.

Section 3.7. Closing.

(a) The closing for the transaction contained in this Agreement, shall occur within ten (10) days after the later of the following: (i) expiration of the Due Diligence Period; (ii) the substantial completion of the temporary electric and access road or the public improvements; or (iii) June 19, 2020 (“Closing” or “Closing Date”), provided all conditions precedent for the City and Developer to close have either been met or waived, and the Developer pays the City the Purchase Price. On the Closing Date the City shall convey the Development Property to the Developer through the execution and delivery of the Deed and all other documents reasonably required by Developer and the Title Company. This closing shall be at a local Minnesota office of the Title Company unless the parties mutually agree in writing that the Closing shall take place at another location.

(b) The Developer shall take possession of the Development Property upon execution and delivery of the Deed by the City at closing.

(c) The Deed shall be in recordable form and shall be promptly recorded together with the Memorandum.

(d) Taxes; Special Assessments; Other Pro Rations. Real estate taxes due and payable prior the year of Closing shall be paid by the City. Real estate taxes due and payable in the year of Closing shall be allocated between the parties based on their respective period ownership in the year of Closing. If taxes are paid in full in connection with the recording of the Plat, the taxes will be allocated as if taxes were not paid with the recording of the plat. Real estate taxes due and payable in the years subsequent to the Closing shall be paid by the Developer. The City shall pay all special assessments pending or levied as of the Closing Date. The Developer shall pay all special assessments after the Closing Date. The Developer shall bear all costs of recording the Memorandum and the Deed, except as set forth below. The City shall pay the State tax due in connection with the conveyance of the Development Property and shall pay the cost of recording any document necessary to place title in the condition described in

this Agreement. The Developer shall pay all other recording costs incurred in connection with this Agreement.

(e) At Closing, the Developer shall pay:

- (i) title insurance premiums, if any;
- (ii) one-half of closing costs;
- (iii) the cost for any environmental investigation or tests undertaken by Developer;
- (iv) all title insurance company fees for issuance of the Commitment;
- (v) all taxes payable in accordance with the terms of this Agreement; and
- (vi) all costs for recording the Deed and the Memorandum.

(f) At Closing, the City shall pay:

- (i) state deed tax relating to the conveyance of the Development Property and conservation fees;
- (ii) recording fees for corrective instruments required to remove encumbrances and place marketable title in Developer's name;
- (iii) all taxes and assessments payable in accordance with this Agreement; and
- (iv) the commission due to Collier International.

(g) All other costs for the Closing not otherwise specifically allocated under this Agreement shall be allocated in accordance with the custom and practice for similar transactions in Ramsey County, Minnesota.

(h) City and Developer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement, except for Seller's agent, Ted Gonsior of Colliers International, Minnetonka, Minnesota, who shall be compensated by Seller per a separate agreement. Each party hereby agrees to indemnify, defend and hold harmless the other party for any claim (including reasonable expenses incurred in defending such claim) made by any other broker, sales agent or similar party claiming to be entitled to a commission in connection with this transaction by reason of the acts of the indemnifying party.

Section 3.8. Charges to be Paid by Developer. Developer shall be responsible for all appropriate fees in connection with issuance of a building permit and the Minimum Improvements. Developer shall be responsible for any costs for repair or maintenance to City property caused by Developer's construction of the Minimum Improvements.

Section 3.9. No Representation by the City. THE DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE DEVELOPMENT PROPERTY "AS IS" AND "WITH ALL FAULTS," AFTER SUCH INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION THE DEVELOPER CARES TO MAKE AND EXPRESSLY WITHOUT COVENANT, WARRANTY OR REPRESENTATION

BY THE CITY AS TO PHYSICAL OR ENVIRONMENTAL CONDITION, TITLE, LEASES, RENTS, REVENUES, INCOME, EXPENSES, OPERATION, FLOOD PLAIN, SHORELAND, WETLANDS, ZONING OR OTHER REGULATION, COMPLIANCE WITH LAW, SUITABILITY FOR PARTICULAR PURPOSES, ALL OTHER MATTERS WHICH THE DEVELOPER DEEMS RELEVANT TO ITS PURCHASE OF THE DEVELOPMENT PROPERTY OR ANY OTHER MATTERS WHATSOEVER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT DELIVERED BY THE CITY AT CLOSING.

THE DEVELOPER REPRESENTS TO THE CITY THAT DEVELOPER HAS CONDUCTED, OR WILL HAVE HAD THE OPPORTUNITY TO CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE DEVELOPMENT PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS THEREOF, AS DEVELOPER DEEMS NECESSARY TO SATISFY ITSELF OF THE CONDITION OF THE DEVELOPMENT PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES OR MATERIALS ON, WITHIN, UNDER OR DISCHARGED FROM THE DEVELOPMENT PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE CITY EXCEPT FOR THE CITY'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN OR IN ANY DOCUMENT DELIVERED BY THE CITY AT CLOSING.

UPON CLOSING, DEVELOPER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS MAY HAVE BEEN REVEALED BY DEVELOPER'S INVESTIGATIONS, AND DEVELOPER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED THE CITY (AND THE CITY'S OFFICIALS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT) LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DEVELOPER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE CITY (AND THE CITY'S OFFICERS, DIRECTORS, SHAREHOLDER, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE DEVELOPMENT PROPERTY; PROVIDED, HOWEVER, THE CITY SHALL NOT MAKE ANY CLAIM RELATING TO A BREACH OF A REPRESENTATION, WARRANTY OR COVENANT IN THIS AGREEMENT OR ANY OTHER CLOSING DOCUMENT.

The City and Developer agree that the provisions of this Section 3.9 shall survive the closing of the transaction contemplated by this Agreement.

ARTICLE IV.
CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 4.1. Construction of Minimum Improvements.

(a) The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the Construction Plans and will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair and condition.

(b) The Developer and the City anticipate that upon completion, the Minimum Improvements will have a Market Value of approximately \$5,519,500.00.

Section 4.2. Construction Plans.

(a) On or before thirty (30) days following execution of this Agreement, the Developer shall submit to the City a site plan for the Development Property ("Site Plan") and the Construction Plans for the Minimum Improvements. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the Site Plan, and all applicable state and local laws and regulations. The City and/or the City Building Official shall approve the Construction Plans in writing if, in the reasonable discretion of the City and/or City Building Official: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, state and local law, ordinances, rules and regulations; (iii) the Construction Plans are adequate to provide for the construction of the subject Minimum Improvements; (iv) the Construction Plans do not provide for expenditures in excess of the funds which will be available to the Developer for the construction of the Minimum Improvements; and (v) no Event of Default has occurred or is continuing after Developer's timeframe to cure has lapsed as outlined in Section 8.2. No approval by the City and/or City Building Official under this Section 4.2 shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements. No approval by the City and/or City Building Official shall constitute a waiver of an Event of Default. The City and/or City Building Official shall review the Construction Plans within thirty (30) days of submission of a complete set of Construction Plans and either approve the same or provide Developer with a list of specific required changes to be made to the Construction Plans; provided, however, if the City and/or Building Official does not respond within such thirty (30) day period, the Construction Plans shall be deemed approved. Upon making the specific changes to the Construction Plans as required by the City and/or City Building Official, the Developer shall submit the Construction Plans with the required changes to the City Building Official for his approval and if Developer made the required changes, the Construction Plans shall be approved.

(b) If the Developer desires to make any material change in any Construction Plans after their approval by the City and/or City Building Official, the Developer shall submit the proposed change to the City Building Official for his approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the City and/or City Building Official shall approve the proposed change and notify the Developer in writing of its approval.

Section 4.3. Construction Requirements.

(a) The Developer shall commence construction of the Minimum Improvements within 180 days of the Closing Date, subject to Unavoidable Delays. Developer shall be allowed one extra day for each day of such Unavoidable Delay.

(b) The Developer shall substantially complete construction of the Minimum Improvements, except for landscaping; exterior matters such as landscaping; and minor “punch list items”, within eighteen (18) months of the commencement of construction; provided, however, such time period shall be extended in the event of an Unavoidable Delay for the applicable period of time of such Unavoidable Delay and Developer shall be granted one extra day for each day of such Unavoidable Delay.

(c) The Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and its successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be completed within the period specified in this Section 4.3 of this Agreement. Subsequent to conveyance of the Development Property, or any part thereof, to the Developer, and until construction of the Minimum Improvements has been completed, the Developer, or its architect or contractor, shall make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

Section 4.4. Certificate of Completion.

(a) Promptly after completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (excluding the date for completion thereof), the City will furnish the Developer with a Certificate of Completion in the form attached hereto as Schedule B. Such Certificate of Completion by the City shall be furnished to Developer within thirty (30) days after request by Developer, and shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement, the Memorandum and the Deed with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements and the date for the completion thereof and provide a release of the right of the reverter in the Deed, this Agreement and the Memorandum. Developer shall be responsible for recording the Certificate of Completion.

(b) The City shall provide the Certificate of Completion if the Developer completes the Minimum Improvements prior to the City exercising its remedy pursuant to Section 8.2 under this Agreement even if the Developer fails to complete the Minimum Improvements on the date required by this Agreement.

(c) If the City shall refuse or fail to provide the Certificate of Completion in accordance with the provisions of this Section 4.4 of this Agreement, the City shall, within thirty (30) days after written request by Developer for the Certificate of Completion, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

(d) The construction of the Minimum Improvements shall be deemed to be completed when the Minimum Improvements are, as reasonably determined by the City, substantially completed in accordance with the Construction Plans and when a certificate of occupancy is issued.

(e) The Certificate of Completion issued for the Minimum Improvements shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement, the Memorandum and the Deed to construct the Minimum Improvements.

Section 4.5. Failure to Complete Improvements as Required. If the Developer fails to complete the Minimum Improvements as required under Section 4.3, the Minimum Assessment Agreement and the Minimum Market Value for the Development Property shall nevertheless be applicable as of January 1, 2022.

ARTICLE V INSURANCE

Section 5.1. Insurance.

(a) The Developer will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Minimum Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy;

(ii) Comprehensive general liability insurance (including operations, Broadening Endorsement including contractual liability insurance) together with an Owner's

Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A- or better in Best's Insurance Guide. The policy of insurance delivered pursuant to clause (i) above shall contain provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

(b) Upon completion of construction of the Minimum Improvements and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000; provided, however, if the demolition cost, debris removal and collapse coverage is only available to the Developer as a sublimit on such policy or policies, those coverages shall be obtained only to the extent as such sublimits. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment. All policies evidencing insurance required by this subparagraph with respect to the Minimum Improvements shall be carried in the name of the Developer and shall contain standard clauses which provide for Net Proceeds of insurance resulting from claims per casualty thereunder to the Minimum Improvements covered thereby to be made payable directly to Developer. The Developer shall have the sole discretion to settle any insurance claims, provided, however, the City shall be entitled to receive copies of all information with regard to the insurance claim, notices of meetings, negotiations and proceedings with regard to the claim and the right to participate in any such meetings or hearings.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned,

non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000, for public liability and shall be endorsed to show the City as additional insured.

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

(c) All insurance required in Article V of this Agreement shall be taken out and maintained with financially sound and reputable insurers licensed to transact business in the State selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City certificates evidencing all such insurance, stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it without giving at least thirty (30) days' advanced written notice to the Developer and the City before the cancellation or ten (10) days' notice for non-payment of premium. Not less than three (3) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V of this Agreement, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event that any such damage does not exceed \$100,000, the Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof. Net Proceeds of any insurance relating to such damage up to \$100,000 shall be paid directly to the Developer.

In the event the Minimum Improvements or any portion thereof is destroyed by fire or other casualty, then the Developer shall within one hundred eighty (180) days after such damage or destruction, subject to Unavoidable Delays and any Lender loan documents, which shall include delays in obtaining the insurance proceeds, proceed forthwith to repair, reconstruct and restore the damaged Minimum Improvements to substantially the same condition or utility value as it existed prior to the event causing such damage or destruction and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net

Proceeds of any insurance relating to such damage or destruction received by the Developer to the payment or reimbursement of the costs thereof. Any Net Proceeds remaining after completion of construction shall be disbursed to the Developer.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, only if the Net Proceeds of insurance are received by the Developer for such purposes and are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

Section 5.2. Condemnation.

(a) In the event that title to and possession of the Development Property, or any part thereof shall be taken in condemnation or by exercise of the power of eminent domain by any governmental body or other person the Developer shall, with reasonable promptness notify the City as to the nature and extent of such taking. The Developer shall use its sole discretion to settle any condemnation claims; provided, however, the City shall be entitled to receive copies of all notices of meetings, negotiations and proceedings with regards to such claim and to participate in any such meetings or hearings unless the City is the condemning authority.

(b) In the event of a substantial taking of the Development Property or of the Minimum Improvements which materially interferes with the Developer's ability to continue to operate its business from the Development Property, the Developer may (i) terminate this Agreement upon written notice to the City, (ii) retain the Net Proceeds of any condemnation award, and (iii) be relieved of any and all further liability under this Agreement.

(c) Subject to Lender's approval, in the event a condemnation or taking does not involve a substantial portion of the Development Property or the Minimum Improvements to the extent that it materially interferes with the Developer's ability to continue to operate its business from the Development Property, then the Developer shall proceed to forthwith repair, reconstruct and restore the Development Property and the Minimum Improvements to the extent possible. The Net proceeds of the condemnation award shall be applied by the Developer as provided in subparagraphs (d) and © of Section 5.1 for insurance proceeds, to the extent such provisions are applicable. Any Net Proceeds from condemnation remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

ARTICLE VI. TAX INCREMENT

Section 6.1. Tax Increment Certification. The City has established the Tax Increment District pursuant to the Tax Increment Act.

(a) The Developer shall pay all ad valorem taxes and special assessments levied on the Development Property which are payable subsequent to the date Developer acquires title to the Development Property and prior to the Maturity Date.

(b) The Developer agrees that prior to the Maturity Date it will not take any of the following actions that would cause a reduction in the market value of the Development Property and the Minimum Improvements to fall below \$5,519,500.00 as of January 2, 2022 to and including January 2, 2041: (1) it will not seek administrative review or judicial review of the applicability of any tax statute determined by any Tax Official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (2) it will not seek administrative review or judicial review of the constitutionality of any tax statute determined by any Tax Official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; (3) it will not cause a reduction in the Assessor's Market Value of the Development Property below the amount of \$5,519,500.00 as of January 2, 2022 to and including January 2, 2041 through: (A) willful destruction of the Development Property or any part thereof; (B) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 of this Agreement; (C) a request to the city assessor of the City or the county assessor of the County to reduce the Assessed Market Value or Assessed Value of all or any portion of the Development Property; (D) a petition to the board of equalization of the City or the board of equalization of the County to reduce the Assessed Market Value or Assessed Value of all or any portion of the Development Property; (E) a petition to the board of equalization of the State or the commissioner of revenue of the State to reduce the Assessed Market Value or Assessed Value of all or any portion of the Development Property; (F) an action in a District Court of the State or the Tax Court of the State pursuant to Minnesota Statutes, Chapter 278, seeking a reduction in the Assessed Market Value or Assessed Value of the Development Property; (G) an application to the commissioner of revenue of the State requesting an abatement of real property taxes pursuant to Minnesota Statutes, Chapter 270; and (H) any other proceedings, whether administrative, legal or equitable, with any administrative body within the City, the County, or the State or with any court of the State or the federal government. The Developer shall not, prior to the Maturity Date, apply for a deferral of property tax on the Development Property pursuant to Minnesota Statutes Section 469.181.

(e) The Developer further agrees for itself, its successor and assigns that it will not convey or transfer or allow conveyance or transfer of the Developer's interest in the Development Property to any entity that is exempt from payment of real property taxes under State law (other than any portion thereof dedicated or conveyed to the City or any other governmental agency in connection with any subsequent replatting of the Development Property).

Section 6.2. Assessment Agreement. Prior to conveyance of the Development Property pursuant to Article III of this Agreement, the Developer and the City shall enter into an Assessment Agreement, substantially in the form of the Assessment Agreement contained in Schedule D of this Agreement. The Assessment Agreement shall establish a Minimum Market Value of \$5,519,500.00 as of January 2, 2022 for the Development Property and the completed Minimum Improvements.

ARTICLE VII
PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER,
INDEMNIFICATION

Section 7.1. Representation as to Development. The Developer represents and agrees that its purchase of the Development Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further recognizes that, in view of (a) the importance of the development of the Development Property to the general welfare of the community; (b) the substantial financing and other public aids that have been made available by the City for the purpose of making such development possible; and (c) the fact that prior to the issuance of the Certificate of Completion any act or transaction involving or resulting in a significant change in the identity of the parties in control of the Developer or the degree of their control is for practical purposes a transfer or disposition of the property then owned by the Developer, the qualifications and identity of the Developer, and its shareholders, are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed relating to the construction of the Minimum Improvements. This section, however, shall not be construed to prohibit the merger of the Developer with another company nor shall it bind or prohibit any party which obtains the Development Property through foreclosure or deed-in-lieu of foreclosure or similar procedure.

Section 7.2. Prohibition Against Transfer of Development Property and Assignment of Agreement. Also, for the foregoing reasons the Developer represents and agrees that prior to the Maturity Date:

Developer may freely transfer or freely assign this Agreement or the Development Property, in whole or in part, including any total or partial sale, assignment, financing, conveyance, or lease. Upon such transfer or assignment, Developer shall be released of any obligations hereunder; provided, however, the Developer shall not assign this Agreement or the Development Property to an entity that is exempt from paying real property taxes (other than any portion thereof dedicated or conveyed to the City or any other governmental agency in connection with any subsequent replatting of the Development Property). Any such transfer shall be subject to the provisions of this Agreement.

Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned or otherwise conveyed.

Section 7.3. Approvals. Any approval required to be given by the City under this Article VII of this Agreement may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement will be materially impaired by the action for which approval is sought.

Section 7.4. Subordination and Estoppel.

(a) The City recognizes that the Developer intends to finance the initial construction of the Project (the “Initial Construction Loan”), that in order to do so the Lender may require an initial construction loan first mortgage (“Mortgage”) on the Development Property which is prior to the Deed, and that the City may be requested to subordinate such rights.

(b) The City will agree that the Lender of the Initial Construction Loan shall have the right to cure or remedy any breach or default of the Developer, which is capable of being cured.

(c) Additional conditions for the City subordinating its interests in this Agreement and approving a Mortgage include the following:

- (i) The Initial Construction Loan proceeds will be used solely for the design, development, construction of the Minimum Improvements, working capital, operation expenses, interest on the Initial Construction Loan and other uses ancillary thereto for the Development Property, Project and Minimum Improvements; and
- (ii) Developer agrees to cause any such Mortgage to include an agreement by the Mortgagor to provide notice to the City of any defaults by Developer beyond any applicable cure periods under the Mortgage prior to completion of the Minimum Improvements.

(d) The City agrees that any and all rights of the City under this Agreement and the Deed shall be subordinate to the rights of the Lender of the Initial Construction Loan and Mortgage, including without limitation (i) any and all rights of the City to the payment or use of the net proceeds of insurance; and (ii) any and all rights of the City to re-enter and retake possession of the Development Property and to re-vest in the City the estate conveyed by the Deed shall be subject and subordinate to the lien of the Mortgage and to the rights, interests and remedies of the Lender and its successors and assigns (including the purchaser at any foreclosure sale or the transferee of any transfer in lieu of foreclosure) under the Mortgage. The City further covenants and agrees that a purchaser at a foreclosure sale or the transferee of any transfer in lieu of foreclosure shall take title to the mortgaged property free and clear of all rights of the City and its successors and assigns under this Agreement.

(e) The City further agrees that at the time of closing of the Initial Construction Loan, it will enter into a subordination agreement in accordance with this Section in form and content reasonably acceptable to the Lender.

(f) The City further agrees that at the time of closing of the Initial Construction Loan, it will execute an estoppel certificate in form and content reasonably acceptable to the City and Lender.

(g) The City agrees that any subsequent Lender after the Initial Construction Loan and Mortgage may require a first mortgage or priority lien on the Development Property which is prior to the Deed, this Agreement and the Memorandum, and that the City may be requested to subordinate such rights. The City agrees that the Lender shall have the right to cure or remedy any breach or default of the Developer, which is capable of being cured. The City agrees that any and all rights of the City under this Agreement, Memorandum and the Deed shall be subordinate to the rights of the Lender, including without limitation (i) any and all rights of the City to the payment or use of the net proceeds of insurance; and (ii) any and all rights of the City to re-enter and retake possession of the Development Property and to re-vest in the City the estate conveyed by the Deed shall be subject and subordinate to such lien and to the rights, interests and remedies of the Lender and its successors and assigns (including the purchaser at any foreclosure sale or the transferee of any transfer in lieu of foreclosure) under the Mortgage. The City further covenants and agrees that a purchaser at a foreclosure sale or the transferee of any transfer in lieu of foreclosure shall take title to the mortgaged property free and clear of all rights of the City and its successors and assigns under this Agreement. The City further agrees that at the time of closing of the subsequent lien, it will enter into a subordination agreement in accordance with this Section in form and content reasonably acceptable to the Lender. The City further agrees that at the time of closing of such subsequent lien, it will execute an estoppel certificate in form and content reasonably acceptable to the City and Lender.

Section 7.5. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof (collectively, the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for the negligence or willful misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

(c) The Indemnified Parties, shall not be liable for any damage or injury to the persons or property of the company or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person other than the Indemnified parties.

(d) None of the Parties shall be liable to the other party or to any third party for any consequential or other damages that may arise out of delays of any kind relating to this Agreement.

(e) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(f) Notwithstanding anything else contained in the foregoing to the contrary, none of the foregoing indemnifications of the City shall include or be deemed to include any matter which arises out of or is due to the responsibility or obligation of the City under this Agreement.

(g) Nothing in this Section is intended to waive any municipal liability limitations contained in Minnesota Statutes, particularly Chapter 466.

ARTICLE VIII EVENTS OF DEFAULT

Section 8.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) As to the Developer:

(i) Failure by the Developer to pay when due any payments required to be paid under this Agreement or to pay when due ad valorem taxes on the Development Property.

(ii) Failure by the Developer to commence, diligently pursue and complete construction of the Minimum Improvements, or portions thereof, pursuant to the terms, conditions and limitations of this Agreement.

(iii) Failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(iv) The Developer does any of the following prior to completion of construction of the Minimum Improvements: (i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar federal or state laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admit, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

(v) If any warranty or representation by the Developer in this Agreement is untrue in any material respect.

(vi) Prior to the Maturity Date, the Developer appeals or challenges the Minimum Market Value of the Development Property or the Minimum Improvements

under this Agreement or the Minimum Assessment Agreement, except as otherwise permitted in Article VI hereof.

(b) As to the City;

(i) Failure by City to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

(ii) If any warranty or representation by the City in this Agreement is untrue in any material respect.

Section 8.2. City's Remedies on Default. Prior to Closing, if an Event of Default by Developer referred to in Section 8.1 (a) of this Agreement occurs, the City shall have the sole and exclusive remedy to terminate this Agreement and retain the Earnest Money unless otherwise provided such action may be taken only after providing thirty (30) days written notice to the Developer of the Event of Default and the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured and will be cured as soon as reasonably possible.

After Closing, if an Event of Default by Developer referred to in Section 8.1 (a) of this Agreement occurs, the City may take any one or more of the following actions and unless otherwise provided such actions may be taken only after providing thirty (30) days written notice to the Developer of the Event of Default and the Event of Default has not been cured within said (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured and will be cured as soon as reasonably possible.

(a) Suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement. This suspension shall not, however, extend the time period during the Developer must complete the Minimum Improvements;

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

Section 8.3. Developer's Remedies on Default. Whenever any Event of Default by the City referred to in Section 8.1(b) of this Agreement occurs, the Developer may take any one or more of the following actions only after providing thirty (30) days written notice to the City of the Event of Default and the Event of Default has not been cured within said thirty (30) days:

(a) Suspend its performance under the Agreement until it receives assurances from the City, deemed adequate by the Developer, that the City will cure its default and continue its

performance under the Agreement. The start date or the completion date, as applicable, for the Minimum Improvements shall be automatically extended by a period equal to the period during which the Developer suspends its performance under this subsection (a).

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the Developer to collect any payments due or damages arising under this Agreement.

Section 8.4. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Developer. The City shall have the rights provided in this Section, subject to those rights of Lender, in the event that subsequent to the execution and delivery of the Deed:

(a) the Developer shall fail to complete construction of the Minimum Improvements in conformity with this Agreement and such failure shall not be cured within thirty (30) days after written notice to do so, or within a reasonable amount of time thereafter if Developer is diligently proceeding with the construction of the Minimum Improvements, and Lender has not cured such default;

(b) the Developer fails to pay real estate taxes or assessments on the Development Property or any part thereof when due from the Developer, and such taxes or assessments shall not have been paid within ninety (90) days after written demand by the City to do so, subject to Lender's right to cure the same; provided, that if the Developer shall first notify the City of its intention to do so, it may in good faith contest any real estate taxes and, in such event, the City shall permit such taxes to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the City with a bank letter of credit or other security in the amount of the taxes or the lien, in a form reasonably satisfactory to the City pursuant to which the bank or other obligor will pay to the City the amount of such taxes that the taxes are finally determined to be valid. During the course of such contest the Developer shall keep the City reasonably informed respecting the status of such defense; or

(c) there is, in violation of this Agreement, any transfer of the Development Property or any part thereof.

The City shall provide written notice to Developer and Lender and provide Developer ninety (90) days to cure the deficiency or default under this Agreement as set forth in this Section. If the Developer and Lender fail to cure the deficiency or default, then the City shall, after the City pays to Developer or Lender, as applicable, (i) if construction of the Minimum Improvements has not commenced, the Purchase Price less (1) any costs or expenses actually incurred by the City in connection with such default, (2) the amount of any unpaid real property taxes due and payable by Developer for the Development Property and (3) the amount to clear any liens or mortgages affecting the Development Property that have been entered into and recorded after the City conveyed the Development Property to Developer and as provided under Section 3.1 hereof except for any construction or development easements or agreements entered into in the ordinary course of business, or (ii) if construction of the Minimum Improvements has commenced, the fair market value of the Development Property plus the improvements then in

existence on the Development Property (as determined by an appraisal) less the costs and expenses set forth in (1)-(3) above, have the right to re-enter and re-take possession of the Development Property and to terminate (and re-vest in the City) the estate conveyed by any Deed to the Developer, it being the parties' intent that the conveyance of the Development Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default on the part of the Developer and failure on the part of the Developer to remedy such default within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title and all the rights and interest in and to the Development Property conveyed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Development Property, shall revert to the City, but only if the events stated in this Section have not been cured within the time periods provided above.

The City shall have no right to re-enter or retake title to and possession of any part of the Development Property for which a Certificate of Completion has been issued.

Section 8.5. No Remedy Exclusive. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VIII or as otherwise provided in this Agreement.

Section 8.6. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.7. Attorney's Fees. Whenever any Event of Default occurs and either the City or the Developer shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer or the City under this Agreement, the Developer and the City agree that it shall, within thirty (30) days of written demand by the other party pay to the other party the reasonable fees of such attorneys and such other expenses so incurred by such party; provided, that the Developer or the City shall only be obligated to make such reimbursement if the other party prevails in such collection or enforcement action.

Section 8.8. Resale of Reacquired Development Property; Disposition of Proceeds. Upon re-vesting in the City of title to any parcel of the Development Property or any part thereof as provided above, the City shall have no further responsibility to the Developer hereunder with respect to that or any subsequent parcel, and the City may sell or otherwise devote said parcels to such other uses as the City in its sole discretion determines.

ARTICLE IX. ADDITIONAL PROVISIONS

Section 9.1. Restrictions on Use. The Developer agrees for itself and its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall devote Development Property to, and only to, and in accordance with, the uses specified in the City Code or granted by a special use permit.

Section 9.2. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.3. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement it will comply with all applicable federal, state and local equal employment and nondiscrimination laws and regulations.

Section 9.4. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Project or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer or any successors in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement.

Section 9.5. Waiver and Release by Developer. The Developer hereby waives, releases and forever discharges the City from any claim for costs incurred in the preliminary plans, specifications, site testing improvements, professional fees or legal fees in connection with the Project except for the City Requirements and the City's obligations hereunder.

Section 9.6. Titles of Articles and Sections. Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 9.7. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested or delivered personally; and

- (a) In the case of the Developer, is addressed or delivered personally to:

IP4 AF ST. PAUL, LLC
9000 Keystone Crossing Blvd., Suite 230
Indianapolis, Indiana 46240
Attn.: Jim Adams
Email: Jadams@filcoltd.com

with a copy to:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attn: Marc N. Epstein
Email: mepstein@akingump.com

- (b) In the case of the City, is addressed or delivered personally to:

City of North St. Paul
2400 Margaret St.
North St. Paul, Minnesota, 55109
Attn: City Manager
Email: Scott.Duddeck@northstpaul.org

with a copy to:

Andrea McDowell Poehler
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
Email: apoehler@ck-law.com

- (c) Either Party may, upon written notice to the other Party, change the address to which such notices and demands are made.

Section 9.8. Disclaimer of Relationship. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner or joint venture between the City and the Developer.

Section 9.9. Covenants Running with the Land. The terms and provisions of this Agreement shall be deemed to be covenants running with the Development Property and shall be binding upon any successors or assigns of the Developer and any future owners or encumbrancers of the Development Property.

Section 9.10. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.11. Law Governing. This Agreement will be governed and construed in accordance with the laws of Minnesota.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf, and the Developer has caused this Agreement to be duly executed in its name and behalf, on or as of the date first above written.

[Remainder of page intentionally left blank.]
[Signature pages to follow.]

CITY OF NORTH ST. PAUL

By: _____
Terrence J. Furlong, Its Mayor

By: _____
Scott A. Duddeck, Its City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Terrence J. Furlong and Scott A. Duddeck, respectively, the Mayor and City Manager, of the City of North St. Paul, a Minnesota municipal corporation, on its behalf.

Notary Public

DEVELOPER:
IP4 AF ST. PAUL, LLC,
a Delaware limited liability company

By: _____
Name: James A. Adams
Title: Vice President

ACKNOWLEDGMENT

STATE OF INDIANA)
)ss.
COUNTY OF MARION)

I, a Notary Public, hereby certify that James A. Adams, as Vice President of IP4 AF St. Paul, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the said limited liability company, acting in his capacity as Vice President, on the day the same bears date.

Given under my hand this _____ day of June 2020

(Seal, if any)

(Signature of notarial officer)

Name: _____
Notary Public

Title (and Rank): _____

My commission expires: _____

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

SCHEDULE A

Description of Development Property

The Land below is situated in the County of Ramsey, State of Minnesota, and is described as follows:

Parcel A (Certificate of Title No. 632212, includes additional land):

That part of Lot 1, Block 1, Anchor Block Commons overlying Lots 19, 20, 21, 22, 23 and 24, Block 2, North St. Paul Proper and the Southeasterly half of the vacated alley lying between Blocks 1 and 2, North St. Paul Proper.

Parcel B (Abstract property):

Lot 1, Block 1, Anchor Block Commons, except that that part thereof overlying Lots 19, 20, 21, 22, 23, and 24, Block 2, North St. Paul Proper and the Southeasterly half of the vacated alley lying between Blocks 1 and 2, North St. Paul Proper.

SCHEDULE B

Form of Certificate of Completion¹

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attn: Marc N. Epstein

SPACE ABOVE FOR RECORDER'S USE ONLY

Certificate of Completion

WHEREAS, the City of North St. Paul, a Minnesota municipal corporation (the "City") and IP4 AF St. Paul, LLC, a Delaware limited liability company (the "Developer"), entered into that certain Contract for Private Development by and between the City and Developer, dated __ day of _____, 2020, and recorded in the office of the County Recorder in Ramsey County, Minnesota, as Document No. _____, ("Development Contract") for the land legally described as follows:

The Land below is situated in the County of Ramsey, State of Minnesota, and is described as follows:

Parcel A (Certificate of Title No. 632212, includes additional land):

That part of Lot 1, Block 1, Anchor Block Commons overlying Lots 19, 20, 21, 22, 23 and 24, Block 2, North St. Paul Proper and the Southeasterly half of the vacated alley lying between Blocks 1 and 2, North St. Paul Proper.

Parcel B (Abstract property):

Lot 1, Block 1, Anchor Block Commons, except that that part thereof overlying Lots 19, 20, 21, 22, 23, and 24, Block 2, North St. Paul Proper and the Southeasterly half of the vacated alley lying between Blocks 1 and 2, North St. Paul Proper.

¹ NTD: Subject to Title Company's review.

(collectively, the “Property”);

WHEREAS, the Development Contract contains certain covenants and restrictions concerning completion of construction of certain Minimum Improvements as further defined in the Development Contract;

WHEREAS, as required by the Development Contract, the City conveyed the Property to Developer by a deed recorded in the office of the County Recorder in Ramsey County, Minnesota, as Document No. _____ (“Deed”), which Deed included a right of reverter in the event that the Developer failed to complete construction of the Minimum Improvements pursuant to the terms of the Development Contract; and

WHEREAS, the Developer has completed construction of the Minimum Improvements required under the Development Contract in a manner deemed sufficient by the City to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that construction of the Minimum Improvements specified to be done and made by the Developer have been completed and the covenants and

conditions in the Development Contract with respect to the construction of the Minimum Improvements have been performed by the Developer and that the provisions for forfeiture and right to re-entry for breach of condition subsequent by the Developer is hereby released absolutely and forever insofar as it applies to the Property, and the County Recorder or the Registrar of Titles in and for the County of Ramsey and State of Minnesota is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of the Deed and Section 8.4 of the Development Contract, the breach of which would result in a forfeiture and right of re-entry.

Dated: _____, 20__.

CITY OF NORTH ST. PAUL, MINNESOTA

By: _____
Terrence J. Furlong, Mayor

And: _____
Scott A. Duddeck, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public within and for said County the foregoing instrument was acknowledged by _____ and _____ the _____ and _____ of the City of North St. Paul, a Minnesota municipal corporation.

Notary Public

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

SCHEDULE C

ESCROW AGREEMENT

The undersigned, **Republic Title of Texas, Inc. ("Escrow Agent")** acknowledges receipt of _____ Thousand and No/100 Dollars (\$_____) (the "**Deposit**") to be held by it pursuant to the terms of the Contract for Private Development (the "Purchase Agreement") attached to this Escrow Agreement. Escrow Agent agrees to hold the Deposit in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both the Developer and the City. Interest shall accrue for the benefit of Developer and shall become part of the Earnest Money.

City represents that its Tax I.D. Number is as follows: 41-6005426.

Developer represents that its Tax I.D. Number is as follows: 84-3755688.

The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Escrow Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Escrow Agreement unless first indemnified to its satisfaction. Escrow Agent may consult with respect to any question arising under this Escrow Agreement and shall not be liable for any action taken or omitted in good faith upon advice of such counsel.

The fees and charges of the Escrow Agent shall be paid as follows: one-half of such fees and charges shall be paid by City and one-half of such fees and charges shall be paid by Developer.

[Remainder of page intentionally left blank]

[Signature pages to follow]

ESCROW AGENT:
Republic Title of Texas, Inc.

By:_____

Its:_____

DEVELOPER:
IP4 AF ST. PAUL, LLC

By:_____

Its:_____

CITY:
CITY OF NORTH ST. PAUL

By:_____

Terrence J. Furlong, Mayor

And:_____

Scott A. Duddeck, City Manager

SCHEDULE D
FORM OF
ASSESSMENT AGREEMENT

and

ASSESSOR' S CERTIFICATION

By, Between, and Among the

CITY OF NORTH ST. PAUL,

IP4 AF ST. PAUL, LLC

and

COUNTY ASSESSOR OF THE COUNTY OF RAMSEY

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

THIS AGREEMENT, dated as of this _____ day of _____, 2020, by and between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (the "City") and **IP4 AF ST. PAUL, LLC**, a Delaware limited liability company (the "Developer").

WITNESSETH, that

WHEREAS, on or before the date hereof the City and Developer have entered into an Contract for Private Development (the "Development Contract") regarding certain real property located in the City of North St. Paul, pursuant to which the City is to convey to Developer certain property, hereinafter referred to as the Development Property and legally described in Exhibit A hereto; and

WHEREAS, it is contemplated that pursuant to the Development Contract, the Developer will construct an approximate 101,400 gross square foot storage facility upon the Development Property; and

WHEREAS, the City and Developer desire to establish a minimum market value for said land and the improvements to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8; and

WHEREAS, the City and the County Assessor for the County of Ramsey have reviewed the preliminary plans and specifications for the improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. Upon substantial completion of construction of the above referenced improvements by the Developer, the minimum market value which shall be assessed for the land described in Exhibit A, with the improvements constructed thereon shall be \$5,519,500.00 as of January 2, 2022. On each tax assessment date thereafter until the termination date stated in paragraph 2 below, the minimum market value for such land and improvements shall be equal to the minimum market value to and including January 2, 2041. The minimum market value established pursuant to this Agreement shall not be affected by incomplete construction or damage or destruction of the Minimum Improvements to be constructed pursuant to the Development Contract. The Development Contract requires the Developer to substantially complete the minimum improvements on or before January 1, 2022, subject to Unavoidable Delays, Developer shall be allowed one extra day for each day of an Unavoidable Delay.

2. The minimum market value herein established shall be of no further force and effect and this Agreement shall terminate on January 1, 2042, as defined in the Development Contract.

3. This Agreement shall be promptly recorded by the Developer. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of the Development Contract between the City and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, or any future owners of the Development Property.

6. Nothing herein shall limit the discretion of the County Assessor or any other public official or body having the duty to determine the market value of the Development Property for ad valorem tax purposes to assign to the Development Property a market value in excess of the minimum market value specified in this Agreement.

CITY OF NORTH ST. PAUL

By: _____
Its _____

(SEAL)

By: _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Terrence J. Furlong and by Scott Duddeck, the Mayor and City Manager of the City of North St. Paul, a Minnesota municipal corporation, on behalf of the City, and pursuant to the authority granted by its City Council.

Notary Public

IP4 AF ST. PAUL, LLC,

By: _____

Name: James A. Adams

Title: Vice President

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

I, a Notary Public, hereby certify that James A. Adams, as Vice President of IP4 AF St. Paul, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the said limited liability company, acting in his capacity as Vice President, on the day the same bears date.

Given under my hand this the _____ day of _____, 2020.

(Seal, if any)

(Signature of notarial officer)

Name: _____

Notary Public

Title (and Rank): _____

My commission expires: _____

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certifies as follows: The undersigned assessor, being legally responsible for the assessment of the above described property, certifies that the \$5,519,500.00 market value of the land and improvements is reasonable.

County Assessor for the
County of Ramsey

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the County Assessor for the County of Ramsey.

Notary Public

CONSENT TO ASSESSMENT AGREEMENT

_____, of _____, _____,
_____ (the "Bank"), does hereby consent to all terms, conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it purchases the Development Property at a foreclosure sale or acquires the Development Property through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the Developer, it and its respective successors and assigns, shall be bound by all terms and conditions of the Assessment Agreement, including but not limited to the provision which requires that the minimum market value of the Development Property and the Project shall be not less than the amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be executed in its name and on its behalf as of this ____ day of _____, 2020.

By

Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of _____, a _____ banking corporation on behalf of the corporation.

Notary Public

SCHEDULE E

FORM OF MEMORANDUM

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Akin Gump Strauss Hauer & Feld LLP
201 Main Street, Suite 1600
Fort Worth, Texas 76102
Attn: Marc N. Epstein

SPACE ABOVE FOR RECORDER'S USE ONLY

MEMORANDUM OF CONTRACT FOR PRIVATE DEVELOPMENT

THIS MEMORANDUM OF CONTRACT FOR PRIVATE DEVELOPMENT (this "Memorandum") is made and entered into as of this ____ day of _____, 2020 (the "Memorandum Effective Date"), by and between the **CITY OF NORTH ST. PAUL**, a public body corporate and politic under the laws of the State of Minnesota, with an address of 2400 Margaret St. N. North St. Paul, MN 55109 (the "City"), and **IP4 AF ST. PAUL, LLC**, a Delaware limited liability company, with an address of 9000 Keystone Crossing Blvd., Suite 230, Indianapolis, Indiana 46240 (the "Developer"). The City and the Developer being collectively referred to as the "Parties").

RECITALS

A. The Parties have entered into a certain Contract for Private Development, dated as of _____, 2020 (the "Agreement"), whereby the Parties have agreed to various aspects of the development of certain real property more particularly described on Exhibit A attached hereto and made a part hereof lying and being in Ramsey County, Minnesota (the "Development Property").

B. The Agreement contains provision(s) which may restrict the development of a portion of the Development Property.

C. The Parties wish to give notice of the existence of the Agreement and its application to the Development Property.

NOW, THEREFORE, in considerations of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties hereby certify as follows:

1. The above Recitals are incorporated by reference as if fully set forth herein.
2. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Agreement.
3. The Parties have entered into the Agreement to set forth the terms and provisions governing the development of the Development Property and continuing obligations of the Developer under terms of the Agreement.
4. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice of the Agreement.
5. Developer may freely transfer or freely assign the Agreement or the Development Property, in whole or in part, including any total or partial sale, assignment, financing, conveyance, or lease. Upon such transfer or assignment, Developer shall be released of any obligations; provided, however, the Developer shall not assign the Agreement or the Development Property to an entity that is exempt from paying real property taxes (other than any portion thereof dedicated or conveyed to the City or any other governmental agency in connection with any subsequent replatting of the Development Property). Any such transfer shall be subject to the provisions of the Agreement. Developer shall be released from its obligation under the Agreement, as to the portion of the Development Property that is transferred, assigned or otherwise conveyed.
6. The Agreement contains provision(s) which may restrict the development of a portion of the Development Property and provides for continuing obligations of the Developer and the City's right of reverter pursuant to the terms of the Agreement.
7. This Memorandum and the Agreement shall run with the land and be binding upon the successors and assigns of the City and the Developer.
8. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.
9. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and Developer have caused this Memorandum to be duly executed in their names and on their behalf, all on or as of the date first above written.

*[Remainder of page intentionally left blank]
[Signature pages to follow]*

E-2

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date set forth above and by signing below they acknowledge that this Memorandum was executed under seal.

CITY OF NORTH ST. PAUL

By: _____
Terrence J. Furlong, Its Mayor

By: _____
Scott A. Duddeck, Its City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Terrence J. Furlong and Scott A. Duddeck, respectively, the Mayor and City Manager, of the City of North St. Paul, a Minnesota municipal corporation, on its behalf.

Notary Public

IP4 AF ST. PAUL, LLC,
a Delaware limited liability company

By: _____
Name: James A. Adams
Title: Vice President

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

I, a Notary Public, hereby certify that James A. Adams, as Vice President of IP4 AF St. Paul, LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the said limited liability company, acting in his capacity as Vice President, on the day the same bears date.

Given under my hand this the _____ day of _____, 2020.

(Seal, if any)

(Signature of notarial officer)

Name: _____
Notary Public

Title (and Rank): _____

My commission expires: _____

**EXHIBIT A
TO
MEMORANDUM**

LEGAL DESCRIPTION OF PROPERTY

The Land below is situated in the County of Ramsey, State of Minnesota, and is described as follows:

Parcel A (Certificate of Title No. 632212, includes additional land):

That part of Lot 1, Block 1, Anchor Block Commons overlying Lots 19, 20, 21, 22, 23 and 24, Block 2, North St. Paul Proper and the Southeasterly half of the vacated alley lying between Blocks 1 and 2, North St. Paul Proper.

Parcel B (Abstract property):

Lot 1, Block 1, Anchor Block Commons, except that that part thereof overlying Lots 19, 20, 21, 22, 23, and 24, Block 2, North St. Paul Proper and the Southeasterly half of the vacated alley lying between Blocks 1 and 2, North St. Paul Proper.

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

RESOLUTION NO. 2020-__

**RESOLUTION APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT FOR
THE CONVEYANCE AND DEVELOPMENT OF LOT 1, BLOCK 1, ANCHOR BLOCK
COMMONS AND DISPENSING WITH STATUTORY REQUIREMENTS
FOR REVIEW BY THE PLANNING COMMISSION**

WHEREAS, the City of North St. Paul acquired real property under a Contract for Deed, which property is located within Anchor Block Commons, in the City of North St. Paul as legally described in Exhibit A (“Property”) of the Contract for Private Development between the City and IP4 AF St. Paul, LLC, a Delaware limited liability company (“Developer”) as provided in Exhibit A attached hereto and made a part hereof (the “Contract”); and

WHEREAS, Developer desires to purchase the Property from the City and the City desires to convey the Property to Developer under the terms and conditions provided in the Contract; and

WHEREAS, Minn. Stat. § 462.356, subd. 2, requires that the Planning Commission review the City’s sale of the Property for consistency with the Comprehensive Plan, except upon a 2/3 vote of the City Council dispensing with the requirement and finding that the sale of the Property has no relationship to the City’s comprehensive plan.

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

1. Pursuant to Minn. Stat. § 462.356, subd. 2., the City Council finds that the sale of the Property has no relationship to the City’s comprehensive plan and hereby dispenses with review by the Planning Commission;
2. The Contract is hereby approved; and
3. The Mayor, City Manager/Clerk are authorized to execute any documents which, in the opinion of the City Attorney, are necessary to complete this transaction.

ADOPTED this XXX day of XXX, 2020.

Motion by Council Member xxx
Second by Council Member xxx

Voting: Aye: Council Member
 Council Member

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

CITY OF NORTH ST. PAUL

By: _____
Terrence J. Furlong, Mayor

By: _____
Scott A. Duddeck, City Manager

EXHIBIT A

Attach Contract for Private Development

MEMORANDUM



FROM: SHANA CONKLIN, ASSISTANT CITY ATTORNEY

DATE: JUNE 15, 2020

RE: HAZARDOUS BUILDING LOCATED AT
2487 19TH AVENUE EAST, NORTH SAINT PAUL, MN 55109

This matter is now before the North Saint Paul City Council to determine whether to declare the Subject Property a Hazardous Building. The following documents have been submitted for Council review:

- 1) A Proposed Resolution Ordering the Demolition, Repair, or Removal of the Hazardous Building
- 2) Exhibit A: This contains all evidence (documents, reports, and photographs) relating to the hazardous conditions at the Subject Property.
- 3) Exhibit B: An Order for Repair and Removal of Hazardous Conditions

Summary of Code Violations at 2487 19th Avenue East

On June 10, 2020, a search warrant was executed at 2487 19th Avenue East with the assistance of the North Saint Paul Police Department. Building Official Scott Qualle documented the condition of the property and has recommended that the City deem the property a hazardous property. He prepared a report documenting his observations of the safety issues. Specifically, he observed electrical hazards such as exposed wiring, plumbing fixtures in disrepair, and damage to the interior walls as well as exterior windows. There was an excess of clutter throughout the property that would hinder egress in violation of the Minnesota State Fire Code. He observed unsanitary conditions such as feces on the floors, drug paraphernalia, and other debris.

Overview of Hazardous Building Declaration Process

Minnesota law permits the City Council to order the repair and abatement of hazardous conditions that exist within its city limits. Hazardous conditions include health, safety, and fire hazards that exist because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment. Minn. Stat. § 463.15, subd. 3. A condition is a hazard if it affects public safety or health.

If the City Council determines that the Subject Property constitutes a hazardous building, it may pass the Resolution and sign the attached Order. Subsequently, the Order for Repair and Removal of Hazardous Conditions (Exhibit B) will be served upon the owners and any lienholders of the property. They will then have thirty (30) days to remedy the hazardous conditions. If they fail to comply within that time period, we will seek permission from District Court to allow the City to abate the hazardous conditions, which may include the demolition of the structures on the property. The City can seek Court approval to assess the costs of the abatement against the property.

CITY OF NORTH SAINT PAUL

RESOLUTION NO. ____

A RESOLUTION ORDERING DEMOLITION, REPAIR, OR REMOVAL OF HAZARDOUS BUILDING

WHEREAS, the Building and Zoning Official for the City of North Saint Paul has attempted without success to have the owner of certain property remedy the hazardous and unsafe condition of the uninhabitable apartment situated on property at 2487 19th Avenue East, City of North Saint Paul, County of Ramsey, State of Minnesota 55109, with a legal description of: Lot 14, Block 2, Longview Addition, Ramsey County, Minnesota (“Subject Property”); and

WHEREAS, the City Council has determined that the building on the property constitutes a hazardous building and is a health and safety hazard within the meaning of Minn. Stat. § 463.15, subd. 3; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH SAINT PAUL, MINNESOTA:

1. The City has fully considered all evidence relating to the code violations at the Subject Property. Said evidence is attached hereto as **Exhibit A**. Exhibit A includes the following documents:
 - a. Certificate of Title of the Subject Property.
 - b. Search Warrant executed on June 10, 2020, at the Subject Property.
 - c. Report from Building Official Scott Qualle dated June 12, 2020, which includes photographs taken during the execution of the Search Warrant in June 10, 2020.
2. After fully considering all of the reports, photographs, documents, and other evidence pertaining to the code violations at the Subject Property, the City Council of North Saint Paul finds:
 - a. James C. McKelvey III, a married person, and Herbert E. Winslow, a married person, are the owners of the Subject Property. Lakeview Loan Servicing, LLC, is a lienholder of the Subject Property and holds a mortgage of the Subject Property that was recorded on June 27, 2029, at the Ramsey County Recorder’s Office as document no. 2641826.
 - b. The Subject Property, which is located in North Saint Paul, Ramsey County, constitutes a health and safety hazard within the meaning of Minnesota

Chapter 463. Specifically, the Subject Property has been inadequately maintained and contains physical damage, unsanitary conditions, and constitutes a fire hazard and a hazard to public safety or health. Minn. Stat. § 463.15, subd. 3.

- c. The Subject Property contains multiple electrical hazards in violation of North Saint Paul City Code § 156.01; IPCM § 108.1.2. These hazards constitute a hazard to life, health, property, and the safety of any occupants of Subject Property or members of the public. There is an electrical ceiling fan that is broken with exposed wiring.
- d. The exterior of the Subject Property has not been maintained in good repair in violation of North Saint Paul City Code § 156.01; IPCM § 304.1. The Subject Property has broken windows throughout the structure. Some windows are boarded without sufficient weather protections, and other windows are broken without being boarded up.
- e. There is open access to the attic of the Subject Property in violation of the Minnesota State Building Code. North Saint Paul City Code § 150.001
- f. There is an excessive amount of personal belongings and garbage piled through the Subject Property including the garage. The personal belongings and garbage hinder egress from the Subject Property in the event of an emergency in violation of the Minnesota State Fire Code. North Saint Paul City Code § 156.01; IPCM § 702.2.
- g. There are unsanitary conditions including feces on the floors and drug paraphernalia found in various areas of the house. There is an unknown liquid residue throughout the house. These unsanitary conditions constitute violations of North Saint Paul City Code § 156.01; IPCM §§ 308.1, 308.2.
- h. The plumbing fixtures of the Subject Property have not been maintained in working order and kept free from obstructions, leaks, and defects in accordance with North Saint Paul City Code § 156.01; IPCM § 504.1. There is faulty plumbing including a leaky faucet and a plugged drain in the Subject Property. The bathtub has missing knobs and no shower curtain. The bathroom, including the toilet, is in an unsanitary condition. There is an open permit #14052 for a hot water heater that was installed without an inspection. There is a noncompliant hot water disconnect in the bedroom.
- i. The interior of the structure is not being maintained in good repair. It is not structurally sound and is not in a sanitary condition in violation of North Saint Paul City Code § 156.01; IPCM § 305.1. Dry wall has been removed sporadically throughout the Subject Property, and a wall was removed in the basement.

3. Pursuant to Minnesota Statutes § 463.16 *et seq.*, the City hereby adopts and approves the Order for Repair and Removal of Hazardous Conditions attached hereto as **Exhibit B**.
4. The City's legal counsel, Campbell Knutson, P.A., 860 Blue Gentian Road, Suite 290, Eagan, Minnesota 55121, is directed to serve the Order for Repair and Removal of Hazardous Conditions and to proceed with enforcement in accordance with Minn. Stat. § 463.15 *et seq.*

ADOPTED this ____ day of _____, 2020, by the City Council of the City of North Saint Paul, Minnesota.

CITY OF NORTH SAINT PAUL

By: _____
Mayor Terry Furlong

ATTEST:

Mary Mills, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The undersigned, being the duly qualified and appointed City Clerk of the City of North Saint Paul, Minnesota, certifies that I compared the foregoing resolution adopted at a meeting of the North Saint Paul City Council on _____, 2020, with the original thereof on file in my office, and the same is a correct transcription thereof.

WITNESS my hand officially as such City Clerk and the Corporate seal of the City this _____ day of _____, 2020.

Mary Mills City Clerk

Memo



To: Scott Duddeck, City Administrator

From: Scott Qualle, Building Official *SCQ*

Date: June 12, 2020

Re: 2487 19th Avenue – Unsafe Structure

On June 10, 2020, a property inspection was completed at 2487 19th Avenue, North St. Paul. An Administrative Warrant, obtained by the City Attorney, was served. Present for the inspection were representatives from the North St. Paul Police Department, North St. Paul Fire Department, Ramsey County Social Services, and myself. One of the residents of the home was on site. The purpose of the property inspection was to determine if the structure was unsafe as defined by MN Rules, Chapter 1300.0180: "A building or structure regulated by the code is unsafe, for purposes of this part, if it is structurally unsafe, not provided with adequate egress, a fire hazard, or otherwise dangerous to human life... Use of a building, structure, or building service equipment constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is, for the purposes of this part, an unsafe use"

The following are the findings from the property inspection:



1. Multiple electrical hazards throughout the property
2. Broken windows throughout the structure
3. Open access to attic
4. Drywall and framing (walls) have been removed
5. Personal belongings and garbage piled throughout the house
6. Drug paraphernalia found in various areas of the house
7. Faulty plumbing – leaky faucet; plugged drain
8. Unsanitary condition – feces on the floors
9. Unknown liquids residue throughout the house
10. Open Permit 14052: hot water heater; no inspections

Photographs and detailed descriptions appear below. Based on my observations I find this building to be unsafe and strongly urge the council to make an unsafe building declaration under MN Statute 463.15 through 463.26 as outlined in MN Rules Chapter 1300.0180.

Non-compliant hot water disconnect in bedroom:



Electric ceiling fan broken; exposed wiring:



Missing window glass; window boarded with no weather protections:



Broken windows:



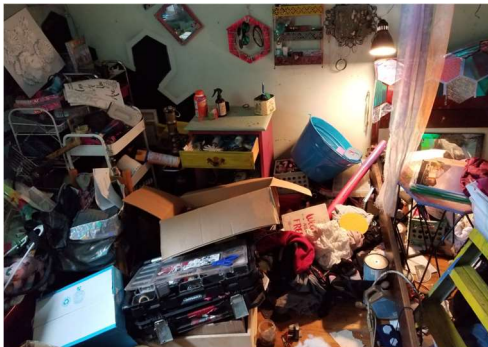
Open attic access – MN State Building Code requires the attic access to be sealed:



Dry wall removed sporadically throughout house; wall removed in basement:



Personal belongings and debris (garbage) piled in all rooms of the house (hindering egress in the event of an emergency):



Drug paraphernalia found in the basement (in area that was boarded off):



Plumbing - Drain is plugged; faucet leaks; missing knobs:



Unsanitary condition throughout the house (feces on the floor, uncleanly bathroom toilet, sink and tub – no shower curtain):



Plumbing Permit 10452 (issued 04/16/2019) – no inspections



STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Court File No. _____

Case Type: 14 - Other Civil

Order of the City Council of North Saint Paul,
Ramsey County, Minnesota concerning
Hazardous building on the property

Located at:
2487 19th Avenue East, North Saint Paul, Minnesota 55109

ORDER

Legally described as:
Lot 14, Block 2, Longview Addition,
Ramsey County, Minnesota

Parcel Identification Number (PIN): 01.29.22.34.0013

To: James C. McKelvey III, a married person, and Herbert E. Winslow, a married person,
Joint Tenants and Owners in Fee Simple of the Subject Property, located at 2487 19th
Avenue East, North Saint Paul, MN 55109;
Katherine McKelvey, Presumed Tenant of the Subject Property, located at: 2487 19th
Avenue East, North Saint Paul, MN 55109; and
Lakeview Loan Servicing, LLC, a lienholder of the Subject Property, located at 4425
Ponce de Leon Boulevard, MS 5-251, Coral Gables, Florida 33146.

Pursuant to Minnesota Statutes § 463.15, *et seq.*, the City Council of the City of North
Saint Paul having duly considered the matter, finds the structures located on the above-described
property to be hazardous for the reasons set forth herein.

Building Official Scott Qualle has inspected the above-described property. The
inspection of the structures located at 2487 19th Avenue East, North Saint Paul, Minnesota
55109 [hereinafter: Subject Property] revealed that the Subject Property constitutes a hazardous
property within the meaning of Minnesota Chapter 463. Specifically, the Subject Property has
been inadequately maintained and contains physical damage, unsanitary conditions, and
constitutes a fire hazard and a hazard to public safety or health. Minn. Stat. § 463.15, subd. 3.

Specifically, the Building Official and the City Council found the following hazardous conditions at the Subject Property:

1. The Subject Property contains multiple electrical hazards in violation of North Saint Paul City Code § 156.01; IPMC § 108.1.2. These hazards constitute a hazard to life, health, property, and the safety of any occupants of Subject Property or members of the public. There is an electrical ceiling fan that is broken with exposed wiring.
2. The exterior of the Subject Property has not been maintained in good repair in violation of North Saint Paul City Code § 156.01; IPMC § 304.1. The Subject Property has broken windows throughout the structure. Some windows are boarded without sufficient weather protections, and other windows are broken without being boarded up.
3. There is open access to the attic of the Subject Property in violation of the Minnesota State Building Code. North Saint Paul City Code § 150.001
4. There is an excessive amount of personal belongings and garbage piled through the Subject Property including the garage. The personal belongings and garbage hinder egress from the Subject Property in the event of an emergency in violation of the Minnesota State Fire Code. North Saint Paul City Code § 156.01; IPMC § 702.2.
5. There are unsanitary conditions including feces on the floors and drug paraphernalia found in various areas of the house. There is an unknown liquid residue throughout the house. These unsanitary conditions constitute violations of North Saint Paul City Code § 156.01; IPMC §§ 308.1, 308.2.
6. The plumbing fixtures of the Subject Property have not been maintained in working order and kept free from obstructions, leaks, and defects in accordance with North Saint Paul City Code § 156.01; IPMC § 504.1. There is faulty plumbing including a leaky faucet and a plugged drain in the Subject Property. The bathtub has missing knobs and no shower curtain. The bathroom, including the toilet, is in an unsanitary condition. There is an open permit #14052 for a hot water heater that was installed without an inspection. There is a noncompliant hot water disconnect in the bedroom.
7. The interior of the structure is not being maintained in good repair. It is not structurally sound and is not in a sanitary condition in violation of North Saint Paul City Code § 156.01; IPMC § 305.1. Dry wall has been removed sporadically throughout the Subject Property, and a wall was removed in the basement.

Pursuant to the foregoing, in accordance with Minn. Stat. § 463.17, unless the hazardous conditions listed above are remedied **within thirty (30) days** of the date of this Order, the City shall cause the buildings on the Subject Property to be razed and removed. If you fail to remedy the hazardous conditions, the City will seek permission from the District Court for the City to do so. The City will move the District Court for summary enforcement of this Order pursuant to Minn. Stat. § 463.19 unless you remedy the situation within said thirty (30) day period or unless an answer is filed within twenty (20) days of service of this Order upon you pursuant to Minn. Stat. § 463.18. Upon enforcement of the Order by the City, all costs expended by the City will be assessed against the real property and collected as other taxes as provided in Minn. Stat. § 463.21.

If you fail to remedy the hazardous conditions, you must remove all personal property or fixtures within thirty (30) days of service of this Order upon you pursuant to Minn. Stat. § 463.24. If the personal property or fixtures are not removed within that by time, then the City may sell the personal property or fixtures at public auction as provided in Minn. Stat. § 463.21 or the City may destroy the same. Moreover, you are advised that if the City of North Saint Paul is compelled to take any action to abate these hazardous conditions, all necessary costs expended by the City will be assessed against the real estate and collected as other taxes as provided in Minn. Stat. § 463.21.

Dated this ____ day of _____, 2020.

BY ORDER OF THE CITY OF NORTH ST PAUL

By _____
Mayor Terry Furlong

By _____
Scott Duddeck, City Manager

Certificate of Title

Certificate Number: **586027**

Created by Document Number: **2148877**

Transfer From Certificate Number: **555640**

Originally registered April 16, 1952. Book 333, Page 213, District Court No: 7381

State of Minnesota
County of Ramsey



S.S.

REGISTRATION

This is to certify that

James C. McKelvey III, whose address is 2487 - 19th Avenue East, North Saint Paul, Minnesota, 55109-1832, married and
Herbert E. Winslow, whose address is 2487 - 19th Avenue East, North Saint Paul, Minnesota, 55109-1832, married, as joint tenants are now the owners of an estate in fee simple

In the following described land situated in the County of Ramsey and State of Minnesota,

Lot 14, Block 2, Longview Addition.

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes chapter 508, namely:

1. Liens, claims, or rights arising under the laws of the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. Such right of appeal or right to appear and contest the application as is allowed by law;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under sections 514.01 to 514.17.

Memorials				
Document Number	Document Type	Date Received Month Day, Year Time	Amount (\$)	Running in Favor Of
368567	Agreement	Aug 28, 1956 2:00 PM		Agreement placing restrictions on above property.
368568	Easement	Aug 28, 1956 2:00 PM		Easement for the installation and maintenance of utilities over and across part of above property.
2137209	Mortgage	Mar 9, 2011 3:00 PM	\$73,050.00	Mortgage Electronic Registration Systems, Inc., a Delaware corporation, P.O. Box 2026, City of Flint, State of Michigan. Spouses of James C. McKelvey III and Herbert E. Winslow did not join in on the mortgage.
2599239	Assignment of Mortgage	Oct 16, 2017 9:03 AM		JPMorgan Chase Bank, National Association, 700 Kansas Lane, MC 8000, Monroe, Louisiana, 71203 Assigns document no. 2137209.
2603333	Notice of Foreclosure and Power of Attorney	Dec 7, 2017 10:42 AM		JPMorgan Chase Bank, National Association appoints Shapiro & Zielke, LLP as their attorneys-in-fact and proceeds to foreclose document no. 2137209.
2641826	Assignment of Mortgage	Jun 27, 2019 2:04 PM		Lakeview Loan Servicing, LLC, 4425 Ponce De Leon Boulevard, MS 5-251, Coral Gables, Florida, 33146 Assigns document no. 2137209



IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed the seal of my office this 11th day of August, 2011.

Mark E Oswald

Registrar of Titles,

In and for the County of Ramsey and State of Minnesota.