

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
JULY 21, 2020
6:30 PM**

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, July 21, 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 **July 21st Zoom meeting can be accessed [HERE](#) or via:**
<https://wsbeng.zoom.us/> (from a PC, Mac, tablet, iPhone or Android device)
Meeting ID: 992 0651 9334
Password: 648191
or by phone at 1-929-205-6099, meeting ID 992 0651 9334, password 648191.

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

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

Community Service Award – Youth Division

VI. CONSENT AGENDA

- A. June 30, 2020 City Council meeting minutes
- B. July 7, 2020 workshop meeting minutes
- C. July 7, 2020 regular meeting minutes
- D. July 7, 2020 HRA meeting minutes
- E. General accounts payable: \$2,280,469.33
- F. Special Event Permit for the American Legion Club 39 Car Shows
- G. Declare surplus property (2007 Chevy Trailblazer)

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. Contract for private development with Kwik Trip, Inc.

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

- A. Pursuant to Section §13D.06, Subd. 3(a), the meeting shall be closed to evaluate the performance of the City Manager.

XIV. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, August 4, 2020 at 6:30 p.m.

Agenda Information Memorandum
North St. Paul City Council
July 21, 2020

FROM THE OFFICE OF ADMINISTRATION

COMMUNITY SERVICE AWARD PRESENTATION

FACTS

- The City of North St. Paul Community Services Award program was developed in 2016 by a committee of staff and community members.
- This evening the City will honor outstanding achievement in the Community Services Award - Youth Division.
 - This year's Community Service Award Youth Winner is: Samantha Bonn

ATTACHMENTS

Community Service Award Program



To all the award recipients,
thank you for your service!

Congratulations from
The City of North St. Paul!

Original Veterans Park Committee Team



Front Row: Daniel Fisher - Co-Chair, Don Schroeder,
Dave Andren - Construction Director,
Back Row: Terry Furlong - Liaison to the City of North St. Paul
Carl Hurtgen - Co-Chair, John Baker - Legal Advocate,
Joseph Walter Zakrzewski - Secretary, Brian Buesgens - ISD 622
JROTC Staff, Paul Anderson - Historian, Thomas Trost - Treasurer,
Not pictured, Steve Knutson - Designer, David Wilkinson JTOTC,
Bill Crowther and Ellsworth Erickson



2020

City of North St. Paul Community Service Awards

City Council Recognition



Award Recipients

Legacy Award - Dan Fisher



As co-chair of the Veteran's Park Committee, Dan Fisher had the primary responsibility of the design, planning and development of the park project. Despite the fact that he resides in Oakdale (1/2 block east of North St Paul), Dan worked tirelessly to build a unique memorial for the local veterans and military services.

Even though this was a team effort, with contributions from many local citizens, it may not have succeeded without the strong leadership of Dan

Fisher. The City of North St. Paul is thankful for Dan's contributions and dedication to a park project that many generations will enjoy.

-Nominated by Paul Anderson

Community Service Award (Youth) - Samantha Bonn



Samantha Bonn served as an intern for the City. Her internship involved working on a design for a proposed teen center, visiting construction sites and photographing City development projects.

Samantha is ranked 1st in her class of nearly 400 students and is an amazing young woman who possesses all the skills needed for success. Samantha is an active member of the award winning STEM (Science, Technology, Engineering

and Math) Fusion Group at North High School.

Samantha is interested in pursuing a civil engineering career and was able to gain experience in the field before graduating from high school. We wish Samantha the best of success as she enters college.

- Nominated by Beth Stanley, North High Teacher



Community Service Award (Adult) Veteran's Park Committee Team

The Veteran's Park Committee, under the leadership of Dan Fisher and Carl Hurtgen, worked hard to provide this striking and meaningful addition to North St. Paul. The committee spent many hours planning the placement of each paver and making sure pavers for family members were placed in adjoining locations. In addition, the ceremonies held at Veterans Park would not have happened without the passion and dedication from the committee. These events helped family members and attendees honor their loved ones and remember the service they themselves have given to this country. - Nominated by Linda Zick



Good Neighbor Award - Rachel Thompson

Since moving to North St. Paul in October of 2019, Rachel Thompson wanted to get a Little Free Library for outside her home. When the COVID-19 pandemic first arrived, priorities changed and Rachel setup a Little Free Food Shelf instead, containing non-perishable food, books and puzzles. The neighborhood food shelf provided critical supplies and was widely used by the community.



On Easter weekend, Rachel organized a parade on her street that featured several bunnies (adult actors) and candy for those in attendance. She also made masks and distributed them free of charge. A newcomer to the community, Rachel did not waste anytime getting involved in her neighborhood. She is very worthy of the Good Neighbor Award! - Nominated by Candy Petersen

City of North Saint Paul
June 30, 2020
City Council Additional Meeting Minutes

The June 30, 2020 meeting was held via Zoom and complied with all requirements of Minnesota State Statute 13D.021.

I. CALL TO ORDER

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

II. ROLL CALL

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

Absent: Council Member Scott Thorsen

Staff: City Manager Scott Duddeck, Deputy Clerk Mary Mills, Electric Director Brian Frandle, Public Works Director Nick Fleischhacker, Public Works Superintendent Ron Ritchie, Finance Director Jason Zimmerman, Communications Consultant Kari Erpenbach.

Guests: Mike Mattson and Zachary Bookman from OpenGov

III. TOPIC(S)

- A. Approval of contract with OpenGov to provide Budget, Finance, Reporting and Permitting, License and Code Enforcement Software.

At the June 2, 2020 City Council Workshop session Finance Director Zimmerman reviewed in detail the proposal with OpenGov. (See that meeting packet for reports and contract). During this meeting several representatives from OpenGov were present to answer questions and get into more in-depth details about the product and the service they will provide.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye, Council Member Thorsen absent (4-0), authorization was granted for the City to enter into a contract with OpenGov to provide Budget, Finance, Reporting and Permitting, License and Code Enforcement Software.

IV. OTHER ITEMS

City Manager Duddeck gave some brief development/construction updates.

Kari Erpenbach stated that she had been contacted by a producer at WCCO TV to do a piece called Saving Main Street, on local governments and support for their local businesses. Kelly Jonas from Roddy's Bar and Grill, Suzanna Gorodisher from Luv Ice Cream Café and Mo Chang from Mo's Tropical Market will be highlighted.

Council Member Sonnek reminded department heads to submit their 360 evaluations for the City Manager review.

City Manager Duddeck wished Laurie Koehnle well in her retirement. She will be recognized at the next City Council meeting.

V. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye, Council Member Thorsen absent (4-0), Mayor Furlong adjourned the workshop meeting at 6:15 p.m.

Terrence J. Furlong, Mayor

Attest:

Scott A. Duddeck, City Manager/Clerk

City of North Saint Paul
July 7, 2020
Proposed City Council Workshop Meeting Minutes

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 5:01 p.m.

II. ROLL CALL

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

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

III. TOPIC(S)

A. Contract with MMKR for auditing services.

Finance Director Jason Zimmerman stated that the City is required to undergo an audit of its year-end financial reporting and supporting accounting records by independent auditors.

An independent audit plays an important and reassuring role in testing and evaluating the City's system of internal controls and overall financial management for signs of strengths and weaknesses and reporting the results.

The auditors assist in the preparation of the Comprehensive Annual Financial Report (CAFR), The Auditor's Management Report and the Special Purpose Audit Report.

General best practice suggests re-soliciting auditing services every 3-5 years. In addition to resoliciting for services, it is also an industry best practice to periodically change the composition of the audit team, allowing for continued independence and a fresh audit perspective. Although MMKR has been the City's auditors for past 21 years, there have been significant changes to the composition of MMKR's audit team on multiple occasions during this time period.

Through staffing changes and adjustments to the finance department MMKR has consistently performed this work to the satisfaction of the City and in a timely fashion.

The proposal provided by MMKR is for a three year period with a zero percent increase for the duration of the agreement. The proposed rates per year: 2020/\$39,275; 2021/\$39,275; 2022/\$39,275.

The fees do not include audit services related to the requirements of a single audit or the implementation of additional governmental accounting standards. These services would only be performed if set forth in an addendum to this agreement.

Approval of the three year agreement will be requested at the City Council meeting this same date.

B. Updated Purchasing Policy.

Finance Director Jason Zimmerman stated that as part of the normal independent audit, a recommendation was made to review and update the current purchasing policy.

Significant changes to Minnesota State Statue 471.345 – Uniform Contracting Law are addressed in the updated policy.

- In 2018 State Statue was changed to address the impact of inflation since 2008, the last time the limits were increased. Previously the threshold for sealed bids to be prepared, advertised, and received for purchases over \$100,000; the new requirement is \$175,000.

The updated policy also incorporates levels of preapproval that are required for various purchasing thresholds.

Staff has revised the policy to also include the use of City issued credit cards (also referred to as purchasing card or P-Card).

Language has also been added to emphasize:

- Use of local vendors
- Ethics and relationships with vendors
- Emergency purchases
- Guidelines for employee related expenditures

Pending Council suggestions, staff will request approval at the second City Council meeting in July.

V. OTHER BUSINESS

City Manager Duddeck noted the areas of town that had significant flooding following the heavy rains over the last several days. There was discussion as to the status of current draining and ponds, and future solutions, if any. City Engineer Morgan Dawley will be present at the council meeting to discuss this and answer questions. There was a flood study done recently and the results will be reviewed. The area of most concern is at the low end of 2nd Avenue. The affordable and quickest solution is to create space for holding and draining water. There was a suggestion from Council Member Thorsen that the city purchase the affected home at market rate and turn the property into a holding pond.

City Manager Duddeck noted that the businesses on 7th Avenue are being prepared and notified of the upcoming road construction on 7th Avenue and Margaret. There could potentially be a full road closure into October. Seppala Boulevard will become a two-way again for through traffic. The mailboxes still need to be relocated.

Council Member Thorsen commented on the subject of televising all city and commission meetings. They are public meetings and should be available on the website for residents to view. The council chambers and the Sandberg meeting room are both equipped for this function.

Council consensus was to pursue this option. City Manager Duddeck was in agreement and will begin looking into that possibility.

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 6:26 p.m.

Attest:

Terrence J. Furlong, Mayor

Scott A. Duddeck, City Manager/Clerk

City of North Saint Paul
July 7, 2020
Proposed Regular City Council Meeting Minutes

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

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 6:31 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 Engineer Morgan Dawley, City Planner Erin Perdu, City Attorney Soren Mattick, Deputy Clerk Mary Mills.

IV. ADOPT AGENDA

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

V. PRESENTATIONS

A. Laurie Koehnle Retirement

Mayor Furlong presented a Plaque of Recognition to Laurie Koehnle for 18 years of service to the City of North St. Paul. He invited Ms. Koehnle to address the City Council.

Ms. Koehnle stated she still intends stay involved with the Veterans Park Committee, pursue other local volunteer opportunities, and spend more time with her family. She introduced her husband Ron; daughter Karen and her daughters Tilly and Tatum; daughter Christa, her husband Joe and their children Amelia and Evan; daughter Kelly, her husband Eric and their children Andrew and Stella.

Ms. Koehnle expressed her appreciation to Mayor Furlong and the City Council as well as City Manager Scott Duddeck and City Staff for giving her the opportunity to work for the great City of North St. Paul. She thanked her supervisor, Debra Gustafson, and her great team.

Ms. Koehnle thanked her husband Ron for sharing in all the duties at home, which allowed them both to have a career.

VI. APPROVAL OF CONSENT AGENDA

City Manager Duddeck stated the Consent Agenda that the City Council just approved includes an application for charitable gambling for Tartan Area Youth Hockey. He noted a representative was present at the meeting and invited him to address the City Council.

John Maslowski, Gambling Manager for Tartan Area Youth Hockey, stated he and his family have been long-time residents of North St. Paul, although he currently lives in Maplewood and his family supports Tartan High School Hockey. He added the Association intends to do charitable gambling at Neumann's Bar & Grill. He noted he has been volunteering at local food shelves since April 1, along with other Sheriff's Department retirees, partnering with distributors to ensure that the food shelves are stocked.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2020-076 consisting of:

- A. June 16, 2020 workshop meeting minutes.
- B. June 16, 2020 regular meeting minutes.
- C. General accounts payable: \$1,848,944.47.
- D. HRA accounts payable: \$10,584.72
- E. Application for a Premises Permit to conduct Lawful Gambling at Neumann's Bar & Grill submitted by the Tartan Area Youth Hockey Association (TAYHA). Resolution No. 2020-077.
- F. Contract with Malloy, Montague, Karnowski, Radosevich & Co. P.A. (MMKR) for auditing services. Resolution No. 2020-078.

VII. MEETING OPEN TO PUBLIC

Shawn Rivet thanked City Staff for doing clean-up at his neighbor's house which was abandoned. He added there is another sink hole in his street, and there must be a water main break. He noted water sits in front of his house constantly.

Mr. Rivet stated his truck was under water on Sunday, and a neighbor cleaned out the drain but there was not much debris there. He added there should be a drain in front of his house, and he has been asking for help for nine years. He noted he loves North St. Paul and does not want to leave, but he may have to sell his house.

Mr. Rivet stated work was done on a nearby property, and they tore up everything in his backyard, including his fire pit which they assured him they would not dig up. He added exposed wires were left in the yard.

Mayor Furlong stated the City Council discussed this issue at its Work Session that evening. Mr. Rivet stated the City has been discussing this issue for nine years.

Council Member Thorsen stated, as he mentioned in the Work Session, the only solution would be to do a massive overhaul of the sewer system near Mr. Rivet's house, and that is not financially feasible. He added his solution is to purchase Mr. Rivet's home and turn his property

into a drainage and holding pond. He added the City did this on the property on 2nd and Margaret. He noted 100-year flood events are happening once or twice a year.

Council Member Thorsen encouraged Mr. Rivet to communicate with the City Manager to come up with a plan for exiting the home. He added he feels sorry for Mr. Rivet's situation and wants to come up with a plan to negotiate a fair market value for Mr. Rivet's home. He noted he hopes Mr. Rivet would be able to find another home in North St. Paul.

Council Member Thorsen stated he would support having Mr. Rivet work with City Staff to make a recommendation to the City Council to move forward with the purchase of Mr. Rivet's property.

City Engineer Morgan Dawley stated the area of Mr. Rivet's home was included in a flood study and identified as an opportunity for a surge basin. He added this would remove excess water that is over and above the capacity of the existing stormwater sewer system. He noted Mr. Rivet's property is on the dividing line between two systems, and water from his property flows to the Helen Street trunk surge basin.

Mr. Dawley stated the intensity of the recent rain event was over and above the capacity of storm sewer systems designed for North St. Paul when the City was developed post-World War II. He added these types of burst storms result in localized flooding as storm sewers are not designed to accommodate the amount of water. He noted there is not a clear area with enough space for the City to add a surge basin that would sufficiently relieve pressure on the Helen Street trunk.

Mr. Dawley stated a surge basin is under construction that will provide relief, but it is not adjacent to the Helen Street trunk. He added there are opportunities for catch basins in rear yards in the Helen Street trunk area. He noted a potential stormwater mitigation area near Mr. Rivet's property may be a good opportunity.

Mr. Dawley stated the stormwater capital improvements plan is economically challenging, and improvements will need to be done incrementally over the next 20 years. He added, however, these improvements will not solve all the stormwater problems all the time. He noted the City's flood Ordinance sets requirements for new home construction and reconstruction thresholds and elevations that were not in place years ago, which has resulted in at-risk properties, even when pipes are overtaxed.

Mr. Dawley stated infrastructure and design standards are more stringent and have been adjusted for different precipitation models. He added City Staff looks for opportunities to maximum flood protection when new homes are constructed, and existing homes are reconstructed. He noted it would be his recommendation that some type of basin should be created for this system, on land that is sufficient to retain and control stormwater.

Council Member Thorsen stated, in theory, there is no guarantee that increasing the capacity of existing pipes would solve this problem. He asked what it would cost to increase pipe capacity.

Mr. Dawley stated estimates for the flood improvement capital plan were \$20-40 million, which is not an achievable figure for what was intended to be a 20-year plan. He added the flood improvement capital plan was only intended to address stormwater issues in 2/3 of North St. Paul.

Council Member Thorsen asked whether there are other areas in North St. Paul that experience the extreme flooding that Mr. Rivet has encountered for the past 10 years. Mr. Dawley stated some areas have recently improved systems, and some areas have more slope and elevation changes. He added Mr. Rivet's home is in a very flat part of town, with not much gravity to push water through a pipe in another direction.

Council Member Thorsen stated two new homes that were built near Mr. Rivet's home do not have basements. He asked whether a stormwater mitigation review process was completed when the homes were built.

Mr. Dawley stated the two homes that were built in this area were thoroughly reviewed for groundwater elevations and emergency overflow, which are required under the City's flood protection Ordinance. He added the homes were adjusted, and their elevations were raised.

Council Member Thorsen stated he does not feel there should be a house at that location. He added drain tile could be added to alleviate water getting into the house, but that would cost more than half the value of the home itself. He noted the most cost-effective solution would be for the City to purchase the home so it can be demolished. He expressed his belief that this would not be a precedent, as this is an extreme case that creates an undue hardship.

John Schmahl stated one of his neighbors recently asked him how to find out whether another neighbor is encroaching on his property by building a driveway. He added he called the City to get a copy of the building permit, which did not have any information on it regarding his neighbor's property lines. He noted he brought this to City Staff's attention and was told that there is additional information that he does not have.

Mr. Schmahl stated building permits and related documents are public record. He added residents should know where their property lines are and talk to their neighbors before doing construction near property lines.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Conditional Use Permit request to relocate an Adult Day Care in the existing building at 2544, 2546, and 2548 7th Avenue E.

City Planner Erin Perdu reviewed a request for a Conditional Use Permit (CUP) for an adult day care operation in an existing building at the corner of Margaret Street and 7th Avenue E. She added the building is for sale, and no changes to the exterior of the building are proposed except signage. She noted the applicant has indicated they would like to open a restaurant in the Victoria Room and keep the outdoor seating area.

Ms. Perdu stated the combination of restaurant use and adult day care would help create more foot traffic in the downtown area and promote a pedestrian-friendly environment, which is a recommendation for the downtown district in the Comprehensive Plan. She added the proposed

use is compatible with current and future land use and the restaurant use would not require a CUP. She noted the use that is being requested is the adult day care.

Ms. Perdu stated City Staff and the Planning Commission recommend approval of the CUP with no additional conditions. She added the applicant has joined the meeting and is available for questions.

Mayor Furlong asked whether the restaurant use can be added to the CUP. Ms. Perdu stated a CUP would not be required for the restaurant portion of the building because it is a permitted use in that district.

Mayor Furlong asked whether it is a requirement for that building to be used as a restaurant. Ms. Perdu stated that is not a requirement. She reiterated that the CUP is for the proposed adult day care use only.

Council Member Sonnek stated the plan as presented to the Planning Commission was that there is a possibility that the applicant may use the end unit for a restaurant in the future. He added the Planning Commission expressed concern that an adult day care center use would not be compatible with the Comprehensive Plan as it would not generate much pedestrian traffic in the downtown area. He noted that a restaurant, however, would bring foot traffic but it is not specifically a part of the CUP request.

Council Member Sonnek stated applicant joined the Planning Commission meeting and discussed their intention regarding the restaurant.

Council Member Sonnek stated the Victorian Room would be a great location for a proposed restaurant as there will be a 3-story apartment building across the street. He added the market will drive what sorts of businesses can be sustained in that area. He noted a restaurant would be the most appropriate and valuable use of the space.

True, the applicant, stated the restaurant is in the works. She added she has met with the rest of the team and that is something they would like to do. She noted their plans include both the proposed adult day care and a restaurant, but the current request is for an adult day care.

Mayor Furlong asked whether the restaurant would serve the adult day care as well as being open to the public. True stated the two uses would be separate. Mayor Furlong asked what type of restaurant it would be. True stated it would be a mixture of American and Asian food. She added they are interested in pursuing a liquor license for the restaurant.

Mayor Furlong stated it has been the City's intent for many years to have a restaurant in the downtown area. He added the Victorian Room is a key space that would work very well as a restaurant.

True stated it is their intent to have the adult day care clients out in the neighborhood as much as possible. She added they plan to host community events at the center, and invite the community to interact with the elders.

Mayor Furlong asked whether the applicant has other adult day care centers. True stated they do not have any day care centers, but they have a business plan for the day care center and currently run two in-home senior care agencies.

Council Member Thorsen stated he is excited that the adult day care center will be joining the community. He added he supports the future use of the Victorian Room as a restaurant. He noted the current owner has been trying to sell these buildings for quite a while so he can continue his catering business elsewhere.

Council Member Walczak stated she is fascinated with the proposal to have community events that will bring the public and adult care clients together to interact with each other. She added this will bring pedestrian traffic to the downtown area. She asked whether True has examples of what types of events would be planned.

True stated they have done some research and looked at examples from other agencies, and they hope to host events like New Year's celebrations and community open houses.

The other applicant stated this is a great opportunity for community-building, and for students to come and meet the elders and hear their stories. She added they could come to visit and meet the elders, volunteer and become pen pals. She noted students can learn about what the older generation has been through.

Council Member Walczak asked whether they will be marketing the adult day care center to veterans. True stated there are some veterans interested in coming to their agency. She added they also intend to market to Century College to attract nursing students. She noted the community will be welcome to come and work with the seniors and learn from the experience.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-079 approving Conditional Use Permit for an Adult Day Care Located at 2544, 2546 and 2548 7th Avenue E.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck stated construction at the former City Hall development site, Uptown Commons, will be moving forward in the next few weeks. Road construction and utility work in preparation for construction will be starting, and tree removal has begun. Margaret Street between 7th and 4th Avenues will be closed beginning on July 15, 2020, with closures continuing through mid-October. He noted City Staff will be in direct communication with downtown businesses throughout the duration.

Mr. Duddeck stated all trees on 7th Avenue in the project area will be removed, to facilitate storm sewer and watermain replacement and sidewalk replacement. He added this will begin on July 15, 2020.

Mr. Duddeck stated Seppala Boulevard will soon revert to 2-way traffic between Margaret and Helen Streets. He added access issues related to relocation of USPS mailboxes has caused delays.

Council Member Walczak stated residents are welcome to take plants that are available because they would not otherwise survive the construction. Mr. Duddeck confirmed this, adding plants have been removed and are still available, at the corner of 7th Street and Margaret Street.

Mr. Duddeck stated the storage facility at Anchor North has been delayed a week due to rain. He added work began today on footings and foundation, and work continues on the traffic signal at Anchor Drive and McKnight Road.

Mr. Duddeck stated the development agreement and purchase agreement for the proposed apartment building at Anchor North will be available for City Council consideration and approval at an upcoming meeting. He added the Kwik Trip development agreement will also be available soon.

Mr. Duddeck stated the City of North St. Paul received \$918,000 in federal Care funding to be used for Covid-related expenses. He added City Staff will attend a League of Minnesota Cities webinar to learn more about what the funding can be used for. He noted it is hoped that some of the funding will go toward software improvements to increase accessibility, and grants for local small businesses.

Mr. Duddeck stated there will be an application process for funding, and recipients will need to meet requirements. A federal audit will be required to ensure that the funding is spent appropriately, and the funds must be expended by November 15, 2020. He added it is City Staff's intent to have the funding dispersed by November 15, 2020.

Council Member Walczak asked whether funds can also be used for personal protective gear for the Police and Fire Departments. Mr. Duddeck confirmed this, adding the funds can be used for expenses already incurred, and to purchase additional supplies for future use. He noted City Staff are working on a list of potential purchases for City Council consideration and approval.

Mr. Duddeck stated "Food Truck Night" on July 22, 2020 has been combined with a music event in Casey Lake Park scheduled for the next night. He added there was a band cancellation, and another local band stepped up to take their place.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the Planning Commission held their most recent meeting in Council Chambers on July 2, 2020, at which the adult day care center was discussed, as well as updates to Zoning Code district tables.

Council Member Petersen stated the League of Minnesota Cities' recent annual conference was held virtually.

Council Member Petersen stated, as mentioned by Mayor Furlong, the City's second annual "Food Truck Night" will be held on July 22, 2020, at Hause Park at 6:00 p.m.

Council Member Thorsen stated the next Economic Development Authority meeting is scheduled to be held on July 14, 2020. He added Business Association meetings are still on hiatus, as there are still attendance restrictions at the American Legion, where meetings are held.

He noted it is hoped their meetings will resume soon. He noted they may be able to assist with decisions regarding federal grants for local small businesses.

Mr. Duddeck stated the City of North St. Paul will receive GreenStep Cities recognition for completing Steps 4 and 5 from the League of Minnesota Cities. He added recognition will be formally presented to the City at the League's conference next year in Rochester.

Council Member Petersen thanked City Staff for their hard work toward getting GreenStep Cities recognition for North St. Paul.

XII. GENERAL BUSINESS

Council Member Petersen stated Parks and Recreation Commissioner Heather Haas has been fundraising to purchase yard signs that express thanks to the Police Department. She added Ms. Haas plans to do a luncheon for the Police and Fire Departments with excess funds. She noted the signs will be ready to be picked up tomorrow.

Council Member Petersen expressed her appreciation to Theresa Auge', who is retiring from the School Board after 16 years. She thanked Ms. Auge' for her years of service.

Council Member Petersen expressed sadness at the death of Marissa Marple as a result of a diving accident over the weekend.

Council Member Thorsen expressed his appreciation to residents and Public Works employees for their clean-up efforts after crowds left trash in local parks on 4th of July. He stated it is unfortunate, but it happens every year. He added the City could consider a partnership with the Business Association to co-sponsor a 4th of July fireworks display in North St. Paul.

Mayor Furlong stated the 15th Anniversary of the Veterans Park will be celebrated on August 15, 2020. He added the anniversary celebration will showcase the Homes for Heroes veterans' home that is being built. He noted guest speakers are planned, including the Brigadier General and other dignitaries.

Mr. Duddeck stated the Housing and Redevelopment Authority meeting will convene after the regular meeting.

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 7:50 p.m.

Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Housing and Redevelopment Authority
July 7, 2020
Proposed Regular Meeting Minutes

I. CALL TO ORDER

Chair Furlong called the meeting to order at 7:52 p.m.

II. ROLL CALL

Present: Chair Terry Furlong, Commission Members Scott Thorsen, Candy Petersen, Jan Walczak, Tom Sonnek and Executive Director Scott Duddeck.

Staff: Mary Mills.

III. HRA ACTION ITEMS & RECOMMENDATIONS

A. Purchase agreement for the property at 2487 19th Avenue.

The property located at 2487 19th Avenue has been a problem property for many years.

There have been numerous police calls, disturbances, and drug activity calls.

The Building Official for the City of North Saint Paul has deemed the current condition of the home to be hazardous and unsafe. The home is currently considered an uninhabitable building.

At the June 16, 2002 meeting the City Council adopted Resolution No. 2020-074 deeming that the property was a hazardous building and authorized an order to be put in place for the owners to repair and bring it up to code.

In an effort to restore the neighborhood and eliminate this blighted property, the City has offered to purchase the property from the owners for an amount of \$75,000.

A purchase agreement for 2487 19th Avenue has been prepared by the City Attorney and all parties have agreed to its terms.

Staff recommends approval of the purchase agreement and seeks authorization to finalize negotiations and documents for the purchase of the property.

The City Attorney will review final documents prior to closing.

If the purchase is approved, the property will be remodeled or completely redeveloped as part of the Student Built Housing Program.

It was recommended that the HRA authorize the City Manager to execute a purchase agreement for the property at 2487 19th Avenue.

Member Petersen moved and Member Sonnek seconded, to adopt HRA Resolution No. 2020-001, approving the purchase agreement for the property at 2487 19th Avenue in the amount of \$75,000. Motion passed 5-0.

Chair Furlong thanked Mr. Duddeck for his tireless work in bringing a solution to this issue.

City Attorney Mattick stated that at this time he will not file the hazardous building order. He is confident that this purchase will happen and the order will not be needed. This solution is as good as it gets.

B. Other business/updates

Mr. Duddeck noted that the current student built home project and program with the school should be back on track this fall. When the COVID closed the schools, the students could no longer work on the project. The instructor and one part-time city employee have continued working on it and will do so until the students can return.

Member Walczak requested clarification on how the city part-time employee gets paid. Mr. Duddeck stated he gets paid through the city payroll and that then gets expensed back to the HRA budget. It is not invoiced like a bill would be.

It is intended that the 2487 19th Avenue property will become a student built home project. There is currently no garage on the property, so a new structure most likely would be placed there to accommodate an attached garage.

Member Thorsen noted that going forward he would like to see more of the proposed plans and budgeting for new structures prior to their approval.

IV. ADJOURNMENT

Member Sonnek moved and Member Walczak seconded to adjourn. Motion passed 5-0. Meeting adjourned at 8:05 p.m.

Next regular meeting: To be scheduled as needed.

Terrence J. Furlong, Chair

Attest: _____
Scott A. Duddeck, Executive Director



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: July 21, 2020
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

7/17/2020 Payroll Register DD	\$127,380.49
7/17/2020 Payroll Direct Payables	\$113,469.09
7/17/2020 Fire Payroll Register DD	\$11,730.00
7/17/2020 Fire Payroll Direct Payables	\$3,934.96
Payroll Subtotal	<u>\$256,514.54</u>

7/2/2020 Voided Check Reissued	136370	\$ 54.69
7/22/2020 Utility Refund Checks	136371-136395	\$ 1,840.45
7/22/2020 A/P Checks	136396-136478	\$ 1,401,046.08
7/22/2020 Drafts	000799-000803	\$ 621,013.57
AP Subtotal		<u>\$ 2,023,954.79</u>

Grand Total \$ 2,280,469.33

Approved this 21st day of July, 2020

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

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

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 7/17/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	74	127,380.49
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	74	127,380.49

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04576 7/17/20 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 202007135964	FEDERAL WITHHOLDING	D	7/17/2020		18,661.95	000791	
	I-T3 202007135964	FICA TAXES	D	7/17/2020		16,339.20	000791	
	I-T4 202007135964	MEDICARE TAXES	D	7/17/2020		5,872.04	000791	40,873.19
H08033		H S A BANK						
	I-444202007135964	HSA ACCOUNT	D	7/17/2020		6,602.50	000792	6,602.50
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202007135964	EMP/EMPR DEFERRED COMP	D	7/17/2020		11,683.93	000793	
	I-21 202007135964	EMP/EMPR DEFERRED COMP	D	7/17/2020		3,472.76	000793	
	I-26 202007135964	LOAN PAYMENTS TO ICMA	D	7/17/2020		1,116.59	000793	
	I-2CM202007135964	CITY MGR 9% DEFERRED COMP	D	7/17/2020		638.19	000793	
	I-2IR202007135964	EMP/EMPR DEFERRED COM	D	7/17/2020		1,490.00	000793	18,401.47
M12900		MNEFTS						
	I-T2 202007135964	MN Income Tax WH	D	7/17/2020		8,233.52	000794	8,233.52
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202007135964	POST DEDUCTIONS	D	7/17/2020		1,000.00	000795	1,000.00
P16470		P E R A						
	I-91 202007135964	6634-00 REG PERA	D	7/17/2020		17,150.83	000796	
	I-92 202007135964	6634-00 PERA PD	D	7/17/2020		21,067.56	000796	
	I-94 202007135964	6634-00 PERA DCP ELECTED	D	7/17/2020		140.02	000796	38,358.41

* * 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	113,469.09	113,469.09
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	 113,469.09	 113,469.09

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 7/17/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	26	11,730.00
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	26	11,730.00

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04578 7/17/20 FIRE 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 202007145990	FEDERAL WITHHOLDING	D	7/17/2020		1,374.71	000797	
	I-T3 202007145990	FICA TAXES	D	7/17/2020		1,804.42	000797	
	I-T4 202007145990	MEDICARE TAXES	D	7/17/2020		422.00	000797	3,601.13
M12900		MNEFTS						
	I-T2 202007145990	MN Income Tax WH	D	7/17/2020		333.83	000798	333.83

* * 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:	2	0.00	3,934.96	3,934.96
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:	2	0.00	3,934.96	3,934.96

PACKET: 04573 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	DONALD LUNZER							
	I-202007025956	DONALD LUNZER:	R	7/02/2020		54.69CR	136370	54.69

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	54.69	54.69
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	54.69	54.69

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 04577 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000202007145965	COASTLAND PRODUCTIONS, INC COASTLAND PRODUCTIONS, INC	R	7/22/2020		125.95	136371	125.95
1	I-000202007145966	JOHNSON, PATRICIA B JOHNSON, PATRICIA B	R	7/22/2020		209.48	136372	209.48
1	I-000202007145967	ALLENSPACH, DAVID ALLENSPACH, DAVID	R	7/22/2020		77.63	136373	77.63
1	I-000202007145968	KAMRATH, PATRICIA KAMRATH, PATRICIA	R	7/22/2020		36.31	136374	36.31
1	I-000202007145969	HARDY, KIMBERLY HARDY, KIMBERLY	R	7/22/2020		60.71	136375	60.71
1	I-000202007145970	WALKINSHAW, DAVID WALKINSHAW, DAVID	R	7/22/2020		38.51	136376	38.51
1	I-000202007145971	CRAWFORD, JAMEELA CRAWFORD, JAMEELA	R	7/22/2020		26.59	136377	26.59
1	I-000202007145972	XIONG, KATHY XIONG, KATHY	R	7/22/2020		33.05	136378	33.05
1	I-000202007145973	NELSON, MICHAELA NELSON, MICHAELA	R	7/22/2020		33.05	136379	33.05
1	I-000202007145974	XIONG, MAI KER XIONG, MAI KER	R	7/22/2020		36.05	136380	36.05
1	I-000202007145975	YANG, LOUACHE YANG, LOUACHE	R	7/22/2020		46.38	136381	46.38
1	I-000202007145976	CARRERO-QUINONES, LUIS ANGEL CARRERO-QUINONES, LUIS ANGEL	R	7/22/2020		54.51	136382	54.51
1	I-000202007145977	GILBERTSON, JACK & NORMA GILBERTSON, JACK & NORMA	R	7/22/2020		10.00	136383	10.00
1	I-000202007145978	HELGESEN, LEAH HELGESEN, LEAH	R	7/22/2020		33.65	136384	33.65
1	I-000202007145979	MCLAUGHLIN, ROBERT MCLAUGHLIN, ROBERT	R	7/22/2020		26.06	136385	26.06

PACKET: 04577 US - Refund

VENDOR SET: 01 City of North St Paul

**** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000202007145980	SUBERT, ALISON SUBERT, ALISON	R	7/22/2020		24.03	136386	24.03
1	I-000202007145981	KOUECHEU, EVARISTE KOUECHEU, EVARISTE	R	7/22/2020		6.06	136387	6.06
1	I-000202007145982	BIHANE, WELDETNSAE BIHANE, WELDETNSAE	R	7/22/2020		48.91	136388	48.91
1	I-000202007145983	PERRY, PRENISHA PERRY, PRENISHA	R	7/22/2020		75.00	136389	75.00
1	I-000202007145984	FENRICK FENRICK	R	7/22/2020		150.00	136390	150.00
1	I-000202007145985	NELSON, RICHARD M NELSON, RICHARD M	R	7/22/2020		33.93	136391	33.93
1	I-000202007145986	YANG, CHENG YANG, CHENG	R	7/22/2020		69.52	136392	69.52
1	I-000202007145987	BOHMERT, MICHELE BOHMERT, MICHELE	R	7/22/2020		106.51	136393	106.51
1	I-000202007145988	PAHN'S BEAUTY PAHN'S BEAUTY	R	7/22/2020		222.99	136394	222.99
1	I-000202007145989	Q3 CONTRACTING INC Q3 CONTRACTING INC	R	7/22/2020		255.57	136395	255.57

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	25	0.00	1,840.45	1,840.45
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:	25	0.00	1,840.45	1,840.45

PACKET: 04581 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	YER LO							
	I-202007065958	YER LO:	R	7/22/2020		200.00CR	136396	200.00
1	LINDA DUNCAN							
	I-202007085959	LINDA DUNCAN:	R	7/22/2020		478.68CR	136397	478.68
1	JULIA GILPIN							
	I-202007155995	JULIA GILPIN:	R	7/22/2020		100.00CR	136398	100.00
1	KEELEY YANG							
	I-202007155997	KEELEY YANG:	R	7/22/2020		300.00CR	136399	300.00
1	MARILEE WALLRICH							
	I-202007156002	MARILEE WALLRICH:	R	7/22/2020		200.00CR	136400	200.00
A01310	ASPEN MILLS							
	I-258683	UNIFORM PANTS FOR CAPTAIN	R	7/22/2020		109.90CR	136401	109.90
B02049	BATTERIES PLUS BULBS							
	I-P28198762	4FT LIGHTNING CABLE	R	7/22/2020		16.15CR	136402	
	I-P28202334	12V LEAD	R	7/22/2020		43.90CR	136402	60.05
B02228	BROCK WHITE COMPANY LLC							
	I-14068294-00	COLUMN FORM 24" CUT SW	R	7/22/2020		344.76CR	136403	344.76
B02267	BUBERL BLACK DIRT INC							
	I-24337	MATERIALS DUMPED	R	7/22/2020		36.00CR	136404	36.00
C03002	CAMPBELL KNUTSON PA							
	I-2076-0000G-145	JUNE 2020 GENERAL MATTERS	R	7/22/2020		7,990.16CR	136405	
	I-2076-0061G-22	JUNE 2020 COUNCIL MATTERS	R	7/22/2020		891.00CR	136405	
	I-2076-0065G-18	JUNE 2020 FIRE DEPT	R	7/22/2020		132.00CR	136405	
	I-2076-0066G-25	JUNE 2020 PLANNING	R	7/22/2020		280.50CR	136405	
	I-2076-0067G-24	JUNE 2020 POLICE DEPT	R	7/22/2020		211.50CR	136405	9,505.16
C03041	FLEETPRIDE							
	I-53833478	811 STABILIZER REPAIR	R	7/22/2020		1,723.87CR	136406	1,723.87
C03066	CINTAS							
	I-4054450880	UNIFORM SERVICES	R	7/22/2020		74.52CR	136407	
	I-4054450982	UNIFORM SERVICES	R	7/22/2020		8.84CR	136407	
	I-4054450984	UNIFORM SERVICES	R	7/22/2020		109.15CR	136407	
	I-4055154310	UNIFORM SERVICES	R	7/22/2020		8.84CR	136407	
	I-4055154316	UNIFORMS SERVICES	R	7/22/2020		74.52CR	136407	
	I-4055154435	UNIFORM SERVICES	R	7/22/2020		109.15CR	136407	
	I-4055695651	UNIFORM SERVICES	R	7/22/2020		74.52CR	136407	
	I-4055695680	UNIFORM SERVICES	R	7/22/2020		109.15CR	136407	
	I-4055695704	UNIFORM SERVICES	R	7/22/2020		8.84CR	136407	577.53

PACKET: 04581 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
C03091	CES IMAGING							
	I-INV116103	COPIER - PLOTTER INK	R	7/22/2020		154.65CR	136408	154.65
C03139	COMCAST							
	I-202007025957	7/7-8/6 MNTHLY CABLE SERV FD	R	7/22/2020		22.40CR	136409	
	I-202007095962	MNTHLY CABLE SERV 7/14-8/13	R	7/22/2020		6.27CR	136409	28.67
C03273	CURTIS 1000 INC - MINNESOTA							
	I-6002100	COMM DEV BUSINESS CARDS	R	7/22/2020		55.05CR	136410	55.05
C21221	CENTURY LINK							
	I-202007095961	JULY 2020 MNTHLY PHONE SERV	R	7/22/2020		207.20CR	136411	207.20
E05009	EAST CENTRAL SOLID WASTE COMMISSION							
	I-202007156003	TIPPING FEES	R	7/22/2020		228.00CR	136412	228.00
E05112	ELK RIVER WINLECTRIC CO							
	I-3144803	LED CAN LIGHT	R	7/22/2020		39.88CR	136413	
	I-31448802	LED TROFFER & FLAG LIGHTS	R	7/22/2020		1,714.20CR	136413	
	I-31571500	LED WALLPACK LIGHTS	R	7/22/2020		899.34CR	136413	
	I-31619500	LED FLAG LIGHT	R	7/22/2020		284.97CR	136413	2,938.39
E05145	EMPATHIA INC							
	I-36097	Q3 2020 EAP SERVICES	R	7/22/2020		733.50CR	136414	733.50
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-630203	JUNE 2020 PROSECUTION	R	7/22/2020		7,129.86CR	136415	7,129.86
G07100	GERTENS WHOLESALE							
	I-490407/1	GROUND COVER SHRUB	R	7/22/2020		23.00CR	136416	
	I-490559/1	ORNAMENTAL SHRUB	R	7/22/2020		20.00CR	136416	
	I-490845/1	GROUND COVER SHRUB	R	7/22/2020		23.00CR	136416	
	I-71893/6	SCHRUBS AND PLANTS	R	7/22/2020		973.00CR	136416	1,039.00
G07176	GOPHER STATE ONE CALL							
	I-0060638	JUNE 2020 LOCATE TICKETS	R	7/22/2020		523.80CR	136417	523.80
H08127	HILLCREST BRAKE & ALIGN							
	I-2605	R&M VEHICLES SQUAD #2128	R	7/22/2020		73.22CR	136418	
	I-2660	R&M VEHICLES SQUAD #2107	R	7/22/2020		294.75CR	136418	
	I-2689	R&M VEHICLES SQUAD #2123	R	7/22/2020		59.62CR	136418	
	I-2790	R&M VEHICLES SQUAD #2124	R	7/22/2020		894.85CR	136418	1,322.44

PACKET: 04581 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
H08165	HOME DEPOT							
	I-1012670	SEWER SUPPLIES	R	7/22/2020		46.80CR	136419	
	I-1014214	SHOP CLEANING SUPPLIES	R	7/22/2020		26.11CR	136419	
	I-4012259	SHOP TOOLS	R	7/22/2020		114.10CR	136419	
	I-4094142	STEEL HAND EDGERS	R	7/22/2020		14.30CR	136419	
	I-4094341	PVC COUPLINGS	R	7/22/2020		30.40CR	136419	
	I-5013576	MILWAUKEE BATTERIES	R	7/22/2020		321.05CR	136419	
	I-5094336	DRAIN WASTE VENT ADAPTER	R	7/22/2020		39.04CR	136419	
	I-513792	REBAR	R	7/22/2020		149.20CR	136419	
	I-51545	POWERGEAR HEDGE SHEAR	R	7/22/2020		29.97CR	136419	
	I-5900799	BATTERY AND CHARGER	R	7/22/2020		268.00CR	136419	
	I-5900888	M18 BATTERY	R	7/22/2020		198.99CR	136419	
	I-7014917	MKE OTM BLADES	R	7/22/2020		59.76CR	136419	
	I-8011651	ROUTER BITS & JIGSAW BLADES	R	7/22/2020		83.91CR	136419	
	I-8013116	CASEY PARK MULCH	R	7/22/2020		20.13CR	136419	
	I-8014777	8X2" SCREWS	R	7/22/2020		8.70CR	136419	
	I-8031990	CABLE, ANTENNA, WALL PLATES	R	7/22/2020		58.68CR	136419	1,469.14
VOID	VOID CHECK		V	7/22/2020			136420	**VOID**
H14077	CORE & MAIN LP							
	I-M576435	WATER METER/RADIO TRANSCVR	R	7/22/2020		5,648.93CR	136421	5,648.93
H8185	HI-LINE							
	I-10163160	HIGH VOLT RUBBER GLOVE TESTS	R	7/22/2020		554.98CR	136422	
	I-10163712	HIGH VOLT RUBBER GOODS TEST	R	7/22/2020		232.00CR	136422	
	I-10163804	RUBBER BLANKET TESTING	R	7/22/2020		583.58CR	136422	1,370.56
I09045	IMPACT							
	I-148107	JULY 2020 NEWSLETTER	R	7/22/2020		1,005.00CR	136423	1,005.00
K09100	KATH FUEL OIL SERVICE CO							
	I-677735	FUEL FOR GENERATORS	R	7/22/2020		1,954.44CR	136424	1,954.44
L12050	LARSON DIESEL SERVICE							
	I-200415010	DOT INSPECTION STICKER	R	7/22/2020		129.20CR	136425	129.20
L12099	LAW ENFORCEMENT LABOR SERVICES							
	I-202007156000	JULY 2020 UNION DUES	R	7/22/2020		992.08CR	136426	992.08
L12196	LEAG MN CITIES-INS TRUST							
	I-202007156004	Q2 LMC PROPRTY/CASLTY PREM	R	7/22/2020		38,309.00CR	136427	38,309.00

PACKET: 04581 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
L12384	LOCAL UNION #320							
	I-202007155999	JULY 2020 UNION DUES	R	7/22/2020		1,466.00CR	136428	1,466.00
L12451	L T G POWER EQUIPMENT							
	I-249168	AIR FILTER	R	7/22/2020		43.54CR	136429	43.54
M13056	CITY OF MAPLEWOOD							
	I-202007155994	JUNE 2020 UTILITY BILL	R	7/22/2020		30,342.41CR	136430	30,342.41
M13074	MET COUNCIL ENVIRONMENTAL SVCS							
	I-0001112079	AUG 2020 WASTE WATER SERVICES	R	7/22/2020		89,385.71CR	136431	89,385.71
M13081	MUNICIPAL EMERGENCY SERVICES							
	I-IN1472133	ISOLATION GOWNS	R	7/22/2020		362.82CR	136432	362.82
M13100	MERIT CHEVROLET							
	I-666963	FILTER 201	R	7/22/2020		317.84CR	136433	
	I-762929	TIRE REPAIR & SENSOR SILVERADO	R	7/22/2020		117.52CR	136433	435.36
M13124	METROPOLITAN COUNCIL							
	I-202007156007	JUNE 2020 SAC FEES	R	7/22/2020		12,300.75CR	136434	12,300.75
M13145	MID-AMERICA SPORTS ADVANTAGE							
	I-420520-00	TENNIS NET CENTER STRAP	R	7/22/2020		31.98CR	136435	31.98
M13192	MN BENEFIT ASSOC							
	I-2020-0099712	AUG 2020 LIFE INSURANCE	R	7/22/2020		71.17CR	136436	71.17
M13224	MN DEPT OF HEALTH							
	I-202007155991	Q2 2020 WATER CONNECTION FEE	R	7/22/2020		11,214.00CR	136437	11,214.00
M13291	MN PEIP							
	I-987809	AUG 2020 PREMIUMS	R	7/22/2020		34,568.28CR	136438	34,568.28
N07096	NAPA AUTO PARTS							
	I-3617-040825	22 INCH EXACTFIT BEAM	R	7/22/2020		19.99CR	136439	
	I-3617-041212	LIGHT BULB F250 618	R	7/22/2020		14.99CR	136439	
	I-3617-041668	TRUEFLEX V-BELT	R	7/22/2020		11.29CR	136439	46.27
N14175	NORTHERN POWER PRODUCTS							
	I-303306	MAIN JET	R	7/22/2020		25.43CR	136440	25.43

PACKET: 04581 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
O15003	CITY OF OAKDALE							
	I-202007155993	Q2 2020 OAKDALE FRANCHISE FEE	R	7/22/2020		3,990.09CR	136441	3,990.09
O15022	OPENGOV, INC.							
	I-INV-004761	2020 OPENGOV DEPLOYMENT	R	7/22/2020		17,760.00CR	136442	
	I-INV-004764	OPENGOV SERVICES DEPLOYMNT	R	7/22/2020		38,750.00CR	136442	
	I-INV-004773	OPENGOV SERVICES DEPLOYMNT	R	7/22/2020		41,250.00CR	136442	97,760.00
O15026	OMG MIDWEST INC dba MN PAVING & MATERIALS							
	I-PAYVOUCHER#9	2018 ST & UTLTY IMPRVT PRJT	R	7/22/2020		177,456.12CR	136443	177,456.12
P16285	PLUNKETT'S PEST CONTROL							
	I-6681158	JUN 2020 PEST CONTROL COM CTR	R	7/22/2020		35.69CR	136444	
	I-6681159	JUN 2020 PEST CONTROL PW BLDG	R	7/22/2020		39.36CR	136444	
	I-6683856	JUN 2020 PEST CONTROL CTY HALL	R	7/22/2020		34.86CR	136444	109.91
P16336	POMPS TIRE SERVICE INC							
	I-210479820	R&M VEHICLES FIREHAWK PVS	R	7/22/2020		3,314.10CR	136445	3,314.10
R17985	RACHEL CONTRACTING INC							
	I-PV#3 CSAH 68	CSAH 68 MCKNIGHT RD INTERSECT	R	7/22/2020		433,087.86CR	136446	433,087.86
R18006	RAMSEY COUNTY FIRE CHIEFS ASSOC							
	I-202007156005	2020 RC FIRE ACADEMY FFI & II	R	7/22/2020		2,700.00CR	136447	2,700.00
R18010	RAMSEY COUNTY							
	I-PRRRV-001383	2020 VOTING SYSTEM PAYMENT	R	7/22/2020		4,316.46CR	136448	
	I-RESFA-003900	JUNE 2020 PW TIPPING	R	7/22/2020		646.64CR	136448	
	I-RESFA-003914	JUNE 2020 RESIDENTIAL TIPPING	R	7/22/2020		24,614.76CR	136448	29,577.86
R18022	RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH							
	I-202007155992	JUNE 2020 CEC RESIDENT/COMM	R	7/22/2020		12,932.99CR	136449	12,932.99
R18030	RDO EQUIPMENT COMPANY							
	I-P7790001	GUARD, WASHER, CAP SCREW 811	R	7/22/2020		497.35CR	136450	497.35
R18047	NM CLEAN 1, LLC							
	I-06302020	JUNE 2020 SQUAD WASHES	R	7/22/2020		103.92CR	136451	103.92
R18135	ROC INC							
	I-76952	JULY 2020 MNTHLY CLEAN SERV CH	R	7/22/2020		2,971.10CR	136452	
	I-76958	JULY 2020 MNTHLY CLEAN SERV PW	R	7/22/2020		1,204.50CR	136452	
	I-76959	JULY 2020 MNTHLY CLEAN SERV LB	R	7/22/2020		880.00CR	136452	5,055.60

PACKET: 04581 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
R18170	CITY OF ROSEVILLE							
	I-0229153	JULY 2020 IT SUPPORT SERVICES	R	7/22/2020		18,581.00CR	136453	
	I-0229192	PW SUPERVISOR VPN LICENSE	R	7/22/2020		449.00CR	136453	19,030.00
S18996	SAFE-FAST INC							
	I-INV233040	METEOR EAR PLUGS	R	7/22/2020		41.33CR	136454	
	I-INV233041	FROG WEAR T-SHIRTS	R	7/22/2020		75.80CR	136454	
	I-INV233042	DEERSKIN GLOVES	R	7/22/2020		701.40CR	136454	818.53
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN3018506	COMM DEV OFFICE SUPPLIES	R	7/22/2020		36.48CR	136455	36.48
S19106	SITE ONE LANDSCAPE SUPPLY							
	I-101145634-001	SPRINKLER FITTINGS	R	7/22/2020		64.13CR	136456	
	I-101154328-001	IN-GROUND SPRINKLERS	R	7/22/2020		21.35CR	136456	
	I-101194084-001	LIQUID HERBICIDE	R	7/22/2020		292.55CR	136456	
	I-101213617-001	PVC FITTINGS	R	7/22/2020		7.55CR	136456	
	I-101444724-001	GRASS SEED	R	7/22/2020		421.07CR	136456	806.65
S19112	SCREEN TECH							
	I-13674	SIGN MAINTENANCE	R	7/22/2020		35.00CR	136457	35.00
S19208	SHERWIN WILLIAMS							
	I-7455-1	SSTRIPE FMP WHITE	R	7/22/2020		364.20CR	136458	364.20
S19409	STAR TRIBUNE							
	I-I00357740-06072020	6/7 MEETING PUBLICATION	R	7/22/2020		157.20CR	136459	
	I-I00358720-06142020	6/21 MEETING PUBLICATION	R	7/22/2020		45.85CR	136459	
	I-I00359396-06212020	6/21 NOTICE PUBLICATION	R	7/22/2020		94.32CR	136459	297.37
S19485	SUN LIFE FINANCIAL							
	I-202007155998	JULY 2020 LIFE INS COVERAGE	R	7/22/2020		1,602.60CR	136460	
	I-202007156001	JULY 2020 LTD COVERAGE	R	7/22/2020		1,657.46CR	136460	3,260.06
T19150	T A SCHIFSKY & SONS INC							
	I-PAYVOUCHER#3	PAYVOUCHER #3 2020 S&U	R	7/22/2020		288,568.81CR	136461	288,568.81
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5011060329	JULY 2020 COPIER LEASE	R	7/22/2020		176.08CR	136462	176.08
T20126	TENNIS SANITATION LLC							
	I-2694913	MAY 2020 SOLID WASTE	R	7/22/2020		45,275.50CR	136463	
	I-2695043	MAY 2020 2538 SEPPALA	R	7/22/2020		273.00CR	136463	
	I-2695045	MAY 2020 2290 1ST STREET N	R	7/22/2020		91.00CR	136463	
	I-2695046	MAY 2020 2400 MARGARET ST	R	7/22/2020		91.00CR	136463	45,730.50

PACKET: 04581 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
T20161	THOMPSON REUTERS - WEST							
	I-842615288	JUNE 2020 INVESTIGATIVE SUITE	R	7/22/2020		194.69CR	136464	194.69
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M25745	6/26 CC MTG SECRETARIAL SERV	R	7/22/2020		214.00CR	136465	214.00
T20215	TOKLE INSPECTIONS INC							
	I-202007095963	JUNE 2020 ELECTRIC INSPECTNS	R	7/22/2020		2,620.00CR	136466	2,620.00
T20285	TRI STATE BOBCAT INC							
	I- A74299	TURF TIRE 515	R	7/22/2020		510.02CR	136467	
	I-A74277	RIM & VALCE STEM 515	R	7/22/2020		146.23CR	136467	656.25
T20470	TWIN CITY WATER CLINIC INC							
	I-14742	JUNE 2020 WATER SAMPLES	R	7/22/2020		256.00CR	136468	256.00
T20485	TYLER TECHNOLOGIES							
	I-025-301721	Q2 2020 INSITE TRANS FEES UB	R	7/22/2020		6,847.75CR	136469	
	I-025-302057	Q2 2020 UB NOTIFICATION FEES	R	7/22/2020		384.00CR	136469	7,231.75
U21215	UPS							
	I-0000R93F25270A	6/29 SHIPPING CHARGES	R	7/22/2020		321.38CR	136470	321.38
U21218	U S BANK							
	I-5778732	2020B PAYING AGENT FEES	R	7/22/2020		850.00CR	136471	850.00
U21218	U S BANK							
	I-5778988	2016A PAYING AGENT FEES	R	7/22/2020		450.00CR	136472	450.00
U21218	U S BANK							
	I-5778989	2016B PAYING AGENT FEES	R	7/22/2020		450.00CR	136473	450.00
U21218	U S BANK							
	I-5779022	2017A PAYING AGENT FEES	R	7/22/2020		450.00CR	136474	450.00
U21218	U S BANK							
	I-5786030	2020A PAYING AGENT FEE	R	7/22/2020		850.00CR	136475	850.00
V22108	VERNON GRAPHICS							
	I-2405264RI	COMMUNNITY SERVICE AWARDS	R	7/22/2020		744.53CR	136476	744.53
W23041	WATER CONSERVATION SERVICE INC							
	I-10539	LEAK LOCATE 2472 HALLOWAY	R	7/22/2020		301.60CR	136477	301.60

PACKET: 04581 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
Z26060	ZIEGLER INC							
	I-SW050343396	SAFETY CHECK & REPAIRS	R	7/22/2020		577.82CR	136478	577.82

PACKET: 04581 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-202007155996	JUN 2020 CREDIT CARD SERVICES	D	7/02/2020		9,291.74CR	000799	9,291.74
M13237	MN DEPT OF LABOR & INDUSTRY							
	I-202007156006	JUNE 2020 SUR CHARGE REPORT	D	7/15/2020		2,635.89CR	000800	2,635.89
V22055	VANCO E-SERVICES							
	I-00010729894	JUN 2020 GATEWAY SERVICES	D	7/15/2020		141.00CR	000803	141.00
M13248	MN DEPT OF REVENUE							
	I-202007095960	JUNE 2020 SALES & USE TAX	D	7/20/2020		29,234.00CR	000801	29,234.00
M13300	M M P A - C/O AVANT ENERGY							
	I-3293	JUNE 2020 POWER BILLING	D	7/20/2020		579,710.94CR	000802	579,710.94

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	82	0.00	1,401,046.08	1,401,046.08
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	0.00	621,013.57	621,013.57
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:	88	0.00	2,022,059.65	2,022,059.65

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
July 21, 2020

FROM THE OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT

Agenda placement: Consent Agenda

Subject: Approval of Special Event Permit for the American Legion Club 39 Car Shows.

To: Honorable Mayor and City Council

Background/Facts:

The special event permit request has been submitted by the American Legion Club 39. The request is for Sunday Car shows occurring on seven alternating Sundays beginning July 26th through October 18th. The event set-up, tear down, and coordination of participants will all be conducted by American Legion volunteers. There is no request for additional City services and the event will take place entirely within the parking lot of the American Legion Club 39.

Recommendation: It is recommended the City Council approve the special event permit for the American Legion Car Shows.

Attachments:

Summary of request
Special Event Permit Application
Resolution

Respectfully submitted,

/s/ OB by mm

Olivia Boerschinger
Community Development Administrative Assistant

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

Consent Agenda

**RESOLUTION APPROVING A SPECIAL EVENT PERMIT
FOR AMERICAN LEGION CLUB 39 TO HOLD
CAR SHOW EVENTS ON CERTAIN SUNDAYS**

WHEREAS, the City of North St. Paul has received a request from the American Legion Club 39;
and

WHEREAS, the particulars of the event are:

- The American Legion Club 39 requests a Special Event Permit to hold Car Show events for seven alternating Sundays starting July 26th and commencing October 18th.
- Even supplies, set up, tear down, and coordination of participants will all be handled by American Legion volunteers

WHEREAS, requests for City services include:

- No additional City Services are requested. Cones, barricades, and volunteers are all provided by the American Legion Club 39

WHEREAS, City Staff and the Police Chief have reviewed the application and all permits and required forms have been submitted.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of North St. Paul, it hereby approves the Special Event Permit for the American Legion Club 39 Car Show event scheduled to take place on the grounds of the American Legion parking lot on Sunday July 26th, August 9th, August 23rd, September 6th, September 20th, October 4th and October 18th, 2020.

ADOPTED this 21st day of July, 2020.

Motion by Council Member

Second by Council Member

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

Nay:

Absent:

Abstain:

Terrence J. Furlong, Mayor

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



**NORTH
ST. PAUL**
extraordinary.

Return To: Community Development Department
2400 Margaret Street
Phone: 651-747-2407 Fax: 651-747-2435

SPECIAL EVENT PERMIT APPLICATION – 2020

Important Notice: Certificate of Liability Insurance (if applicable) and any required attachments (maps, diagrams, etc.) must be submitted with this application. Failure to include these items will mean an automatic rejection of the application.

I. TITLE AND BRIEF DESCRIPTION OF EVENT:

AMERICAN LEGION CLUB 39

II. APPLICANT INFORMATION: *The Applicant will be responsible for answering all questions, including inquiries from the media and citizens.*

Applicant: *ARCHIE E. VICKERMAN*

Title: *BAR & HALL BOARD CHAIRMAN*

Address: *2021 NORTHWOOD DR.
N. ST. PAUL, MN. 55109*

Business/Organization Name: *AMERICAN LEGION CLUB 39*

Daytime Phone: *651-226-6320* Evening Phone: *651-770-0010* Emergency Phone: *651-226-6320*

E-Mail Address: *archievickerman@live.com*

III. EVENT TIMETABLE:

Requested day and date: *SEE ATTACHMENT*

Requested hours of operation, from _____ a.m./p.m. to _____ a.m./p.m.

Set-up beginning day and date _____ time _____ a.m./p.m.

Dismantle by day and date _____ time _____ a.m./p.m.

E. Anticipated number of participants _____ and spectators _____

IV. INSURANCE:

Attach to this application a certificate of liability insurance, including the policy number and showing liability amounts. The policy must state that any outside area to be used for an event is covered and must also show evidence that the requested event is not excluded from insurance liability. If the event is to be held on public property, the City of North St. Paul must be listed as the Certificate Holder.

III. EVENT TIMETABLE

Requested day and date: We have scheduled the following dates for the Car Show Event's (all on Sundays): July 26, August 9 & 23, September 6 & 20 and October 4 & 18, 2020. Some of the later dates may be canceled depending on the number of Car Show participants moving forward.

Requested hours of operation: The scheduled hours are 12:00 P.M. - 4:00 P.M.

Set-up beginning day and date: We will begin set up mid morning of each event.

Dismantle by day and date: We will dismantle shortly after close at 4:00 P.M. We expect to have our parking lot restored by 5:00 P.M.

Anticipated number of participants and spectators: This is a great question. With this being our first attempt at a car show event, and with the COVID 19 an ongoing issue, we really have no idea of the number of participants or spectators to expect. We plan to over staff and will adjust depending on the numbers and success of the car show or lack thereof.

V. REQUESTED CITY SERVICES - (CHECK ALL THAT APPLY):	
	Trash containers (indicate number/location below)
	Electricity (The cost of the electrical hook-up is the applicant's responsibility. Payment must be made to the City of North Saint Paul. Please contact Brian Frandle at 747-2472.)
	Police Officers / Reservists
	Fire Department Personnel / Vehicles
	Barricades / Traffic Cones How Many?
	Recycling Containers How Many
	Other - Please describe:

VI. CHECK ALL ITEMS WHICH APPLY TO YOUR EVENT:	
	Event participant and/or spectator parking areas (describe):
	Entertainment or stage locations (provide to-scale drawing)
	Construction/erection of temporary structure(s) (may need permit, check with Community Development) – indicate location.
	Trash containers (indicate number/location)
	Portable toilet facilities (indicate number/location)
	Barricades (indicate number/location) <i>WE WILL FURNISH OUR OWN CONES & CAUTION TAPE, & DESIGNATE CLASSIC CAR PARKING.</i>
	First aid facilities (indicate who is providing)
	Parade and/or parade floats (may need permit, check with Fire Department)
	Fireworks or pyrotechnics site (may need permit, check with Fire Department)
	Cooking facilities, open flame, or vehicle fuels (may need permit, check with Fire Department)
	Other - Please describe:

VII. CHARITABLE GAMBLING (CHECK IF APPLIES):

Charitable Gambling - Please contact the Chief of Police at 651-747-2406 for forms and details. All charitable gambling requires a city permit application and some may also require a State permit application. This will be given separate consideration for approval by the City Council.

VIII. VENDORS OR CONCESSIONAIRES:

List what vendors/concessionaires you will have at your event:

Note: Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendors License from the City of North St. Paul. Applications are available on our website at www.northstpaul.org or by calling 651-747-2400.

IX. FOOD, NON-ALCOHOLIC BEVERAGES AND/OR ENTERTAINMENT:

Will food and/or non-alcoholic beverages be served? _____ Yes ☒ No

If yes, describe sanitation measures and food handling procedures:

If food will be served outside of a licensed establishment; a Temporary Food Service Establishment license may be required. Contact the Ramsey County Department of Health at 651.266.1199 for requirement and licensing information.

If your event includes music, live entertainment, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise.

If you intend to cook food in the event area, describe your area layout, including fuel or electrical sources to be used:

X. ALCOHOLIC BEVERAGES:

Will alcoholic beverages be served? _____ Yes ☒ No

If Yes Name of Liquor Establishment:

For service of alcohol outside a licensed premise, include a diagram showing the defined area of the alcohol concession service and attach a copy of your certificate of liquor liability insurance covering the limits of the alcohol service area.

If serving alcohol, describe how you will ensure that alcoholic beverages will be possessed and consumed only by those persons 21 years or older. Describe all security measures in place:

If you are a licensed establishment requesting an extension to your liquor license premises, you must complete an application for an extension with the Chief of Police. This will be given separate approval by the City Council.

*Title XI, Chapter 117, Section 117.120(B)(2)

If you are a licensed establishment requesting a temporary permit you must submit a completed Temporary Liquor License Application and all required documentation to the Chief of Police. This will be given separate approval by the City Council.

*Title XI, Chapter 117, Section 117.120(I)(1-9)

Have you submitted the required documentation to the Chief of Police? _____ Yes _____ No _____ N/A

XI. SECURITY AND SAFETY PROCEDURES:

Describe your proposed procedures for security and crowd control:

WE WILL HAVE PEOPLE DIRECT VISITOR & PARTICIPANT PARKING & TRAFFIC.

If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event:

XII. CLEAN-UP:

List persons responsible for clean-up duties:

AMERICAN LEGION VOLUNTEERS

XIII. MITIGATION OF THE IMPACT ON OTHERS:

Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists, and others: THE EVENTS ARE ON SUNDAYS ONLY, NOON-4 PM.
AS WITH PREVIOUS EVENTS THAT WE HAVE HOSTED, WE
DON'T ANTICIPATE ANY DISRUPTION OR NEGATIVE IMPACT
TO ANY LOCAL BUSINESSES OR NEIGHBORS.

NOTE: Any condition which causes adverse impacts may be cause to revoke the Special Event Permit.

Acknowledgement and Signature: The undersigned hereby applies for a Special Event as described above and states the information submitted is true and correct.

Applicant Signature: Archie E. Vickerman Date of Application: 7-8-2020

FOR OFFICE USE ONLY

Received	
By	<u>OB</u>
Date	<u>7-10-20</u>
Mail	
Fax	
In Person	<u>X</u>

Documentation	Required	Received
Certificate of Insurance	<u>✓</u>	<u>✓</u>
Map	<u>✓</u>	<u>✓</u>
Entertainment / Stage Location	<u>✓</u>	<u>✓</u>
Temporary Tent Permit	<u>—</u>	
Fireworks/Pyrotechnics Permit	<u>—</u>	
Cooking Facilities Permit	<u>—</u>	
Alcohol Service Diagram	<u>N/A</u>	
City Services	Requested	Approved
Police Reserves	<u>N/A</u>	
Fire Department Personnel/Equip	<u>N/A</u>	
Trash Cans	<u>—</u>	
Barricades / Traffic Cones	<u>—</u>	
Recycling Containers	<u>—</u>	
Electricity	<u>—</u>	
Other:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Minnesota LLC 2361 Hwy 36 W St. Paul MN 55113		CONTACT NAME: Lynn Otto PHONE (A/C, No, Ext): (651) 644-7200 FAX (A/C, No): (651) 644-9137 E-MAIL ADDRESS: lotto@apminnesota.com	
INSURED American Legion Post 39 DBA American Legion Bar/Hall, Inc. 2678 7Th Ave E North Saint Paul MN 55109-3113		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Companies INSURER B: Security National Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22543 19879	

COVERAGES**CERTIFICATE NUMBER:** 20/21 master w/**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD \$500 Ded. per claim GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		20CP3224265-10	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			20CP3224265-10	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			20-CU-3224266-10	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SWC1288846	06/30/2020	06/30/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			20CP3224265-10	06/30/2020	06/30/2021	Each Common Cause \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location - 2678 7th Ave E., North St. Paul, MN 55109-3113

City of North St. Paul is included as additional insured under the general liability as required by written contract.

Attached Note regarding limits for Liquor Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of North St. Paul North St. Paul Police Dept 2400 Margaret Street North St, Paul MN 55109	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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AGENCY CUSTOMER ID: 00018494

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY AssuredPartners of Minnesota LLC		NAMED INSURED American Legion Post 39 North St. Paul	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

\$1,000,000 Combined single limit of coverage because of bodily injury to any one person in any one occurrence, because of bodily injury to two or more persons in any one occurrence, because of injury to or destruction of property of others in any one occurrence, for loss of means of support of any one person in any one occurrence, for loss of means of support of two or more persons in any one occurrence, for other pecuniary loss of any one person in any one occurrence, and for other pecuniary loss of two or more persons in any one occurrence; \$1,000,000 annual policy aggregate.

Notice of Cancellation

(d) A liability insurance policy required by this section must provide that it may not be canceled for:

- (1) any cause, except for nonpayment of premium, by either the insured or the insurer unless the canceling party has first given 60 days' notice in writing to the insured of intent to cancel the policy; and
- (2) nonpayment of premium unless the canceling party has first given ten days' notice in writing to the insured of intent to cancel the policy.

AMERICAN LEGION

**EAST
ENTRANCE**

CONES & TAPED OFF AREA

SHOW CARS PARKING

SHOW CARS PARKING

CUSTOMER PARKING

CONES & TAPED OFF AREA

**WEST
ENTRANCE**

CUSTOMER PARKING

MUSEUM

Agenda Information Memorandum
North St. Paul City Council
July 21, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent Agenda

Subject: Equipment to be retired and declared surplus for public auction

To: Honorable Mayor and City Council

Facts:

- 2007 Chevrolet Trailblazer SUV, 4DR, white, #2107
- MN LIC: 535NRB
- VIN: 1GNDDT13S472159847
- 125,985 mileage
- Good condition

Attachments for Council Packet:

Resolution

Items reviewed by Police Chief Lauth:

Kelley Blue Book

NADA Guidelines

Respectfully submitted,

/s/ TL by mm

Tom Lauth
Police Chief

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

Consent Agenda

**RESOLUTION APPROVING RETIRING AND DECLARING
POLICE DEPARTMENT EQUIPMENT AS SURPLUS,
TO BE SOLD AT PUBLIC AUCTION**

WHEREAS, the North St. Paul Police Department has submitted its intent to retire and declare as surplus, Police Department equipment to be sold at public auction; and

WHEREAS, the equipment to be retired and declared surplus is Police Department vehicle #2107, a 2007 Chevrolet Trailblazer SUV, 4-door, white in color; and

WHEREAS, the 2007 Chevrolet Trailblazer was a marked Police/CSO vehicle with Minnesota license plates 535NRB and has vehicle identification number (VIN), 1GNDT13S472159847; and

WHEREAS, the identified vehicle is to be sold via public online auction; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said Police Department vehicle is hereby retired and declared surplus equipment, to be sold via public online auction in a timely manner.

ADOPTED this 21st day of July, 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

Agenda Information Memorandum
North St. Paul City Council
July 21, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Subject: Approval of a Contract for Private Development for the sale and development of Lot 2, Block 1, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof to Kwik Trip, Inc.

To: Honorable Mayor and City Council

Background/Facts:

The City Council is being asked to approve a Contract for Private Development for the sale and development of Lot 2, Block 1, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof to Kwik Trip, Inc. 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.

It is contemplated that pursuant to said Agreement the Developer will construct a convenience store/fueling station and car wash in excess of nine thousand (9,000) square feet upon the Development Property.

The purchase price that the developer will pay to the City of North St. Paul is \$1,200,000.00.

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 Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00). The Development Contract requires the Developer to substantially complete the minimum improvements on or before December 31, 2021.

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 development.

At closing on the Contract, the City will use a portion of 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-XXX Contract for Private Development for the sale and development of Lot 2, Block 1, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof to Kwik Trip, Inc.

Attachments:

Contract for Private Development
Resolution

Respectfully submitted,

/s/ SD by mm

Scott Duddeck
City Manager

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

RESOLUTION NO. 2020-XXX

**RESOLUTION APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT FOR
THE DEVELOPMENT OF LOT 2, BLOCK 1, ANCHOR BLOCK COMMONS,
RAMSEY COUNTY, MINNESOTA, ACCORDING TO THE RECORDED PLAT
THEREOF TO KWIK TRIP, INC. 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 Kwik Trip, LLC (“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 for a purchase price of \$1,200,000; 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; and
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 21st day of July, 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

CITY OF NORTH ST. PAUL

By: _____
 Terrence J. Furlong, Mayor

By: _____
 Scott A. Duddeck, City Manager

EXHIBIT A

Attach Contract for Private Development

CONTRACT
FOR
PRIVATE DEVELOPMENT

By and Between

THE CITY OF NORTH ST. PAUL

and

KWIK TRIP, INC.

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

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CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made on or as of the ____ day of _____, 2020 ("Effective Date") by and between the **CITY OF NORTH ST. PAUL**, a public body corporate and politic under the laws of the State of Minnesota (the "City") and **KWIK TRIP, INC.**, a Wisconsin corporation (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 base 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 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" [or "Contract"] means this Contract for Private Development by and between the City and the Developer, as the same may be from time to time modified, amended or supplemented.

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

"Assessed Market Value" or "Assessed Market Valuation" means the market value of 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 B 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 C attached hereto and provided to the Developer pursuant to Section 9.1.

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

"Closing" or "Closing Date" means the date on which the Development Property is conveyed by the City to the Developer pursuant to Article 3.

"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 Property to the Developer.

"Developer" Kwik Trip, Inc., a Wisconsin corporation, or any assigns that have received prior written approval from the City.

"Development District" means Development District No. 4 in the City.

"Development Program" means the Development Program for the Development District.

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

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

"Financing Commitment" means a financing commitment, letter of interest or other evidence of interest from a mortgage lender of the Minimum Improvements in a form reasonably satisfactory to the City. The City acknowledges and agrees that a financing commitment will be conditioned on items customarily required by lenders (including, without limitation, adequate financial statements, environmental review, appraisals, surveys and title).

"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 contained in Schedule E attached to and made a part of this Agreement.

"Minimum Improvements" means construction of a nine thousand (9,000) square foot convenience store/fueling station and car wash 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 Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00), which is the minimum market value of the land and Minimum Improvements as confirmed by the Ramsey County Assessor.

"Party" [or "Parties"] means the Developer and/or the City.

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

"Project" means the Development Property and the completed Minimum Improvements thereon.

"Project Area" means the geographic area of the Development District.

"Project Plan" means the Project Plan for the Development Plan.

"Purchase Price" means the sum of One Million Two Hundred Thousand and 00/100 (\$1,200,000.00) Dollars for the Development Property, which the Developer shall pay to 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) 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 has recorded a final plat of the Development Property as Anchor Block Commons.

(i) 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.

(j) 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.

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

public improvements which may give rise to any special or area assessments affecting the Development Property, except as provided in Section 6.2.

(l) 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.

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

(n) 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.

(o) Except as otherwise provided under the terms of this Agreement, no third party has an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Development Property and the City has not entered into any other contracts for the sale of all or any portion of the Development Property with any third party.

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

(q) 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.

(r) 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.

(s) 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 2 years, except representations and warranties as to title which will survive the Closing without restriction.

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

(a) The Developer is a corporation organized and existing under the laws of the State of Wisconsin, is authorized to transact business in this State, and has duly authorized the execution of this Agreement and the performance of its obligations under this Agreement. None of the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, or the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with the terms of any

indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound.

(b) Subject to the conditions contained in Article III below, the Developer will purchase the Development Property from the City, the Developer will construct and maintain the Minimum Improvements in accordance with the terms of this Agreement 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).

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

(d) The Minimum Improvements will be constructed at a cost to Developer of not less than Four Million and 00/100 Dollars (\$4,000,000.00), exclusive of the value of the Development Property.

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

(f) 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 transactions contemplated by the Agreement, or questioning the authority of the Developer to execute and deliver this Agreement or the validity of this Agreement.

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

(h) 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.

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

(j) The financing arrangements which the Developer has obtained or will obtain to finance the acquisition of the Development Property and the construction of the Minimum Improvements, will be sufficient to enable the Developer to successfully complete the Minimum Improvements as contemplated by this Agreement. Developer shall provide a Financing Commitment to the City prior to termination of the Due Diligence Period, as hereinafter defined.

(k) 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 reasonable expenses so incurred by the City.

All representations and warranties shall survive Closing.

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 Developer's review and approval on or before the expiration date of the Due Diligence Period):

- (a) Building and zoning laws, ordinances, state and federal regulations;
- (b) Restrictions and easements related to use or improvements of the Development Property that do not affect Developer's intended use or improvement of the Development Property;
- (c) Reservations of minerals or mineral rights to the State of Minnesota, unless this exception is removed from title prior to Closing;
- (d) The Plat;
- (e) The Memorandum;
- (f) Real estate taxes due and payable in the year of the Closing and thereafter;
- (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 00/100 Dollars (\$60,000.00) as earnest money deposited with the Title Company (as defined below) upon execution of this Agreement (the "Earnest Money") pursuant to the Escrow Agreement attached hereto as Schedule D ("Escrow Agreement"). The Earnest Money shall become non-refundable upon the expiration of the Due Diligence Period, provided however, that the Earnest Money shall be applicable to the Purchase Price; and

(b) The balance payable in cash, certified funds or wire transfer paid to the Title Company at Closing, on behalf of the City, to be paid pursuant the settlement statement.

Section 3.3. Title and Survey.

(a) Within fifteen (15) days after the date of this Agreement, the City shall obtain a current commitment for the issuance of a ALTA Form B owner's policy of title insurance (the "Commitment") issued by Tri-County Abstract and Title Guaranty ("Title Company") in the amount of the Purchase Price, accompanied by copies of all recorded documents affecting the Development Property and searches for real estate taxes, bankruptcies, judgments, liens and assessments. A mortgage, monetary lien or any other lien or encumbrance against the Development Property shall be deemed to be a title objection.

All expense incurred in obtaining such commitment shall be paid by the City. Such title commitment shall show good and marketable title to the Development Property in the City subject only to exceptions or encumbrances acceptable to Developer. Should Developer notify the City in writing of any title matters (exceptions to title or exclusions from title) not acceptable to Developer ("Title Defect"), the City shall utilize its best efforts to correct such title matters. The City shall have thirty (30) days from delivery of Developer's notice to have such title matters removed from the title commitment and/or to have the title insurance company commit to insure against any loss or damage which may arise or result from such title matters, and in such event, Closing shall be forty-five (45) days after delivery of Developer's notice or the Closing Date, whichever is later. If the City is unable to correct such title matters within the appropriate thirty (30) day period, Developer may, at its option either (i) terminate this Agreement by written notice to the City; or (ii) waive such Title Defect(s) and proceed to Closing (any such Title Defect(s) shall then be deemed permitted encumbrances ("Permitted Encumbrances")).

(b) The City will provide Developer with all surveys of the Development Property in its possession. The Developer shall obtain an updated survey of the Development Property, and the City agrees to cooperate with the Developer in obtaining such survey. All expenses incurred in obtaining such survey shall be paid by the Developer. Such survey shall be prepared in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Title Association and the American Congress on Surveying and Mapping in 2016, and shall include a proper and complete legal description of such Development Property and shall show: (i) external boundaries of such Development Property and the length and direction of each dimension; (ii) access to and names of the nearest or adjacent public roads; (iii)

the locations of all recorded easements; (iv) the locations of any flood plains; (v) the legal description and street address of such Development Property and the number of square feet within such Development Property; (vi) setback requirements; (vii) physical encroachments onto such Development Property and from such Development Property onto adjacent property; (viii) the locations of monuments at corners; (ix) the locations of all improvements; (x) the locations of all utilities and if they have not been extended to the boundary of such Development Property, the nearest point from which they could be extended to such Development Property; (xi) the locations of all concrete pads, stand pipes, vent pipes and filler pipes; (xii) the topography of the Development Property at two foot intervals; and (xiii) other information necessary or required by the title company to remove the "survey" exception in the title commitment;

The survey described above shall contain a certification by the surveyor to Developer and all those who may purchase, take a mortgage on or insure title to the Development Property described therein within one (1) year from the date of said survey that (i) the information, courses, and distances shown are correct, (ii) the title lines and lines of actual possession are the same, (iii) the size, location and type of buildings and improvements are as shown and all are within the boundary lines and applicable setback lines of such Development Property, (iv) there are no violations of zoning ordinances or restrictions with reference to the location, size or height of said buildings and improvements, (v) there are no easements or uses affecting such Development Property appearing from a careful inspection of the same, other than as shown on the commitment of title insurance described in Section 3.3 hereof and depicted thereon, (vi) there are no encroachments affecting such Development Property except as shown on the survey, and (vii) no part of such Development Property lies within a flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only).

Section 3.4. Due Diligence Period.

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

(b) Right of Inspection. Developer shall have a limited license to examine the Property Documents and make a physical inspection of the Development Property from the date this Agreement is fully executed by Developer and the City until December 4, 2020 (the "Due Diligence Period"). In this regard, Developer and its authorized employees, agents, contractors and representatives (collectively, "Developer's Representatives") shall be entitled to enter upon the Development Property at all reasonable times during the Due Diligence Period for the

purpose of inspecting, investigating, surveying and the conducting of testing of the Development Property (including but not limited to Phase I and Phase II environmental tests of the Development Property) (collectively, "Inspections"), upon reasonable prior oral or written notice to the City. All Inspections shall occur at reasonable times agreed upon by the City and Developer. Developer shall pay all costs and expenses of all Inspections.

(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) Indemnification; Manner of Inspections. Developer shall indemnify, defend and hold the City and the Development Property harmless from all loss, damages, costs, claims, liabilities and expenses, including without limitation attorneys' fees, relating to the Inspections or the activities of the Developer and the Developer Representatives. Developer and the Developer Representatives shall perform the Inspections upon the Development Property (i) in a manner so as not to cause damage to the Development Property or the death or personal injury to any persons and (ii) in a manner which keeps the Development Property free of any liens or third-party claims resulting therefrom. Developer shall repair and restore any damage to the Development Property caused by any of the Developer Representatives or occurring during the Inspections and shall return the Development Property to substantially the same condition as existed prior to such entry. At the City's option, a representative of the City may accompany Developer and the Developer Representatives during the Inspections. 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.

(e) 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 the 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 the 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 the 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 Section 3.4 and 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. 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;
- (iii) The Developer shall have performed all of the obligations of this Agreement expressly required of the Developer to perform on or before the Closing Date, and the Developer shall not be in default under this Agreement;
- (iv) The Developer shall have delivered a copy of the Financing Commitment to the City and the City shall have approved the Financing Commitment; and
- (v) The Developer shall have submitted to the City and the City shall have approved Site Plans for the Minimum Improvements pursuant to Section 4.2 of this Agreement.

(b) The Developer shall be obligated to accept title to the Development Property subject to satisfaction, or waiver in writing by the Developer, of the following conditions precedent within the time periods provided:

- (i) At Closing, the City being in material compliance with all other terms and provisions of this Agreement;
- (ii) On or before October 1, 2020, the City has substantially completed the necessary public improvements, except for the final lift of asphalt or has provided a temporary road and utilities sufficient to allow for issuance of a building permit for the Development Property pursuant to the Construction Plans prior to Closing;
- (iii) On or before October 1, 2020, the City has provided a certified survey establishing that the grading for the Development Property is consistent with the approved grading plan for the Plat;

- (iv) On or before the expiration of the Due Diligence Period, the Developer shall have obtained a "No Association Determination" letter from the MPCA pursuant to Minn. Stat. 115B.178 for the Identified Releases to the soil on the Property.
- (v) 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;
- (vi) 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 any matters disclosed by soil tests, engineering inspections, feasibility tests and studies, hazardous waste and environmental tests, code and other legal compliance analysis and other tests and inspections, evaluations, assessments, surveys and reviews of the Development Property;
- (vii) On or before the expiration of the Due Diligence Period, 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);
- (viii) On or before the expiration of the Due Diligence Period, Developer has reviewed and approved the title insurance commitment referred to in Section 3.3 herein.
- (ix) On or before the expiration of the Due Diligence Period, Developer shall have reviewed and approved of the survey as described in Section 3.3 herein, which shall show, to the complete satisfaction of Developer, with respect to the Development Property that: (i) there are no violations of zoning ordinances or any other restrictions with reference to the size, height or location of the buildings and other improvements located on the Development Property, including those to be constructed by Developer; (ii) there are no easements, recorded or apparent, or other uses which adversely affect the Development Property or Developer's use thereof; (iii) there are no encroachments onto the Development Property or of improvements on the Development Property onto adjoining land; (iv) the Development Property does not lie within a flood or lakeshore erosion hazard area as shown on any map published by the Federal Emergency Management Agency, the U.S. Department of Housing and Urban Development or the Minnesota Department of Natural Resources; (v) the

Development Property is adequate, within Developer's sole discretion, for its construction, operation and use as a Kwik Trip convenience store/fueling station and car wash; and (vi) no other condition exists which would unreasonably interfere with or restrict Developer's use of the Development Property for the purposes for which it was intended or delay Developer's development of the Development Property. Any nonconformity herewith shall be deemed a Title Defect as defined herein.

- (x) The Contract Vendor conveying the Development Property to the at Closing;
- (xi) At least seven (7) days prior to Closing, City shall have delivered to Developer for review and approval, drafts of such instrument or instruments of transfer and conveyance regarding the Property of the nature hereinbefore specified. Once reviewed and approved by Developer, all original signed documents shall be deposited with the Title Company to be held in trust until the Closing Date.

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 on or before the Closing Date.

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

- (i) The Purchase Price by wire transfer of immediately available funds to the Title Company;
- (ii) Such affidavits of the Developer or other documents as may be reasonably required by the Title Company (including a Certificate of Real Estate Value) to record the City Documents and issue any title insurance policy required by the Developer;
- (iii) A resolution of the members or manager of the Developer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an officer of the Developer;
- (iv) A settlement statement reflecting the financial provision of the Closing, consistent with provisions of this Agreement;
- (v) The Assessment Agreement required under Section 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) On or before December 31, 2020 ("Closing Date") provided all conditions precedent for the City and Developer to close have either been met or waived, and the Developer pays the Title Company the Purchase Price, the City shall convey the Development Property to the Developer through the execution and delivery of the Deed and all other documents reasonably required by Developer and the Title Company (as hereinafter defined). This closing shall be via mail through the Title Company.

(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 estates taxes due and payable prior to 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 of ownership in the year of Closing. If taxes are paid in full in connection with the recording of the Plat of the Development Property, the taxes will be allocated as if taxes were not paid with the recording of the Plat. Real estate taxes due and payable in the years subsequent to the Closing shall be paid by the Developer. The City shall pay all special assessments pending or levied as of the Closing Date. The Developer shall pay all special assessments 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 a title commitment;
- (v) all taxes payable in accordance with the terms of this Agreement; and
- (vi) all costs for recording the Deed and 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) all costs to plat the Development Property and construct the necessary public improvements to issue a building permit for the Development Property.

(g) All costs incidental to the Closing not otherwise specifically allocated under this Agreement shall be allocated in accordance with the customary practice for similar transactions in Minnesota.

(h) City and Developer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement, except for City's agent, Ted Gonsior of Colliers International, Minnetonka,

Minnesota, who shall be compensated by City 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.

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

UPON CLOSING, DEVELOPER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL, ENVIRONMENTAL AND GEOTECHNICAL CONDITIONS MAY HAVE BEEN REVEALED BY DEVELOPER'S INVESTIGATIONS, AND DEVELOPER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED THE CITY (AND THE CITY'S OFFICIALS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT) LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND

EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH DEVELOPER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE CITY (AND THE CITY'S OFFICERS, DIRECTORS, SHAREHOLDERS, 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.

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 Four Million and 00/100 Dollars (\$4,000,000.00).

Section 4.2. Construction Plans.

(a) On or before October 15, 2020, the Developer shall submit to the City a site plan for the Development Property, including civil design plans ("Site Plan"); and on or before Developer submits its application for Developer's building permit, Developer shall submit to the City 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. 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/her 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/her 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) Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements within one (1) year of the Closing Date.

(b) Subject to Unavoidable Delays, the Developer shall substantially complete construction of the Minimum Improvements, except for landscaping; exterior matters such as landscaping; and minor "punch list items", within eighteen (18) months of the Closing Date.

(c) 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 complete 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 C. Such Certificate of Completion by the City shall be furnished to Developer within ten (10) days after request by Developer, and shall be a conclusive determination of satisfaction and termination of

the agreements and covenants in the Agreement, the Memorandum and in the Deed with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements and the date for the completion thereof. 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 ten (10) days after written request by Developer for the Certificate of Completion, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

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

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 December 31, 2021.

ARTICLE V INSURANCE

Section 5.1. Insurance.

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

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

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening

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

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

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

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

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment. All policies evidencing insurance required by this subparagraph (i) with respect to the Minimum Improvements shall be carried in the name of the Developer and shall contain standard clauses which provide for Net Proceeds of insurance resulting from claims per casualty thereunder to the Minimum Improvements which are equal to or less than \$100,000 for loss or damage covered thereby to be made payable directly to the Developer, and Net Proceeds from such claims in excess of \$100,000 to be made payable to a construction escrow account for the reconstruction of the Minimum Improvements. The Developer shall have the sole discretion to settle any insurance claims, provided, however, the City shall be entitled to receive copies of all information with regard to the insurance claim, notices of meetings, negotiations and proceedings with regard to the claim and the right to participate in any such meetings or hearings.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000, for public liability and shall be endorsed to show the City as additional insured.

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

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City binders evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it without giving at least thirty (30) days' advanced written notice to the Developer and the City before the cancellation or modification becomes effective or ten (10) days' notice for non-payment of premium. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V of this Agreement, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In the event that any such damage does not exceed \$100,000, the Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof. Net Proceeds of any insurance relating to such damage 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 and the damage or destruction is estimated to equal or exceed \$100,000, then the Developer shall within one hundred eighty (180) days after such damage or destruction, subject to Unavoidable Delays, 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.

(e) If the Developer is in compliance with the terms and conditions of the Development Plan, this Agreement and the Deed, then any Net Proceeds of insurance relating to such damage or destruction in excess of \$100,000 shall upon their receipt be placed in a construction escrow account with a title insurance company and disbursed to reconstruct the Minimum Improvements. The terms of such escrow account, including requirements for disbursement of escrowed funds, shall be commercially reasonable, including but not limited to monthly payments, monthly general contractor lien waivers, monthly subcontractor lien waivers for the preceding monthly payment and such other terms agreed upon by the City, Developer and the escrow agent.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by the Developer for such purposes 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 terminate this Agreement upon written notice to the City, retain the Net Proceeds of any condemnation award and be relieved of any and all further liability under this Agreement.

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

Proceeds from condemnation remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

ARTICLE VI. 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. This is a personal obligation of the Developer which shall continue even if the Developer assigns the Development Property, unless the Developer is released of its obligations under this Agreement.

(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 Assessor's Market Value of the Development Property to fall below Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00) 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 Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00) 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.

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

Section 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 C of this Agreement. The Assessment Agreement shall establish a Minimum Market Value of Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00) 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.

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 earlier of the issuance of the final Certificate of Completion for the Minimum Improvements:

(a) Except for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to constructing the Minimum Improvements and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any

contract or agreement to do any of the same, without the prior written approval of the City. If the Developer remains liable and bound by this Agreement, the City's approval is not required. Any such transfer shall be subject to the provisions of this Agreement.

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. Release and Indemnification Covenants.

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

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

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

(d) None of the Indemnified Parties shall be liable to the Developer or to any third party for any consequential or other damages that may arise out of delays of any kind relating to activities undertaken pursuant to this Agreement, including but not limited to delays due to environmental conditions, court challenges or elements outside the control of the City.

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

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

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

ARTICLE 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.

(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. Whenever any 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 thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the Developer does not provide assurances to the City reasonably satisfactory to the City that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under the Agreement 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 completion date 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, 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;

(b) the Developer fails to pay real estate taxes or assessments on the Development Property or any part thereof when due from the Developer or creates, suffers, assumes, or agrees to any encumbrance or lien on the Development Property which is unauthorized by this Agreement and has priority over the City's rights under this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' liens, or any other unauthorized

encumbrance or lien to attach to the Development Property, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions reasonably satisfactory to the City made for such payment, removal, or discharge within thirty (30) days after written demand by the City to do so; provided, that if the Developer shall first notify the City of its intention to do so, it may in good faith contest any real estate taxes or any mechanics' or other lien and, in such event, the City shall permit such taxes or mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal, but only if the Developer provides the City with a bank letter of credit or other security in the amount of the taxes or the lien, in a form reasonably satisfactory to the City pursuant to which the bank or other obligor will pay to the City the amount of such taxes or lien in the event that the taxes or the lien is finally determined to be valid. During the course of such contest the Developer shall keep the City informed respecting the status of such defense; or

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

The City shall provide written notice to Developer and provide Developer ninety (90) days to cure the deficiency or default under this Agreement. If the Developer fails to cure any and all deficiencies and defaults, then the City shall have the right to re-enter and re-take possession of the Development Property and to terminate (and revert in the City) the estate conveyed by any Deed to the Developer, it being the parties' intent that the conveyance of the Development Property to the Developer shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default on the part of the Developer and failure on the part of the Developer to remedy such default within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title and all the rights and interest in and to the Development Property conveyed to the Developer, and that such title and all rights and interests of the Developer, and any assigns or successors in interest to and in the Development Property, shall revert to the City, but only if the events stated in this Section have not been cured within the time periods provided above ("Reversion Rights"). In the event that the City exercises its Reversion Rights, the City shall reimburse the Purchase Price to the Developer 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.

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 obligations 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 revesting in the City of title to any parcel of the Development Property or any part thereof as provided above, including the City's payment to Developer in the amount of the Purchase Price pursuant to Section 8.4, 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. Certificate of Completion. Promptly after substantial completion of the Minimum Improvements in accordance with those provisions of this Agreement, the City will furnish Developer with a certificate of completion substantially in the form shown as Schedule "C" (the "Certificate of Completion"). Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements, and shall operate to forever waive the City's interest in the Development Property, including the right of reverter.

If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 9.1, the City shall, upon demand, provide Developer with a written statement, indicating in adequate detail in what respect Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such certification. Upon Developer's completion of the items so described by the City, the City shall deliver a fully executed Certificate of Completion to Developer.

Section 9.2 Restrictions on Use. The Developer agrees for itself and its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall devote Development Property to, and only to, and in accordance with, the uses specified in the City Code.

Section 9.3. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.4. 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 9.5. 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 9.6. Waiver and Release by Developer. The Developer hereby waives, releases and forever discharges the City from any claim for costs incurred in preliminary plans, specifications, site testing improvements, professional fees or legal fees in connection with the Project.

Section 9.7. 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 9.8. 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; mailed via overnight mail carrier, e.g. UPS or Federal Express; delivered personally; or via e-mail to the City or the Developer at the respective e-mail addresses set out below); and

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

KWIK TRIP, INC.
1626 Oak Street
La Crosse, WI 54603
Attn.: Dean George, Real Estate Manager
Email: DGeorge@kwiktrip.com

with a copy to:

KWIK TRIP, INC.
1626 Oak Street
La Crosse, WI 54603
Attn: Julie Long, Legal Department
Email: JLong@kwiktrip.com

- (b) In the case of the City, is e-mailed, 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 9.9. 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 9.10. 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 9.11. Counterparts. This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.12. 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

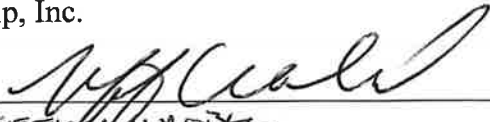
By: _____
Scott A. Duddeck, Its City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, 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:
Kwik Trip, Inc.

By: 
JEFFERY W. WOLD

Its: VICE PRESIDENT, CFO & TREASURER

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, the _____ of Kwik Trip, Inc., a
Wisconsin corporation, on its behalf.

Notary Public

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

SCHEDULE A

Description of development Property

Lot 2, Block 1, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof.

SCHEDULE B

ASSESSMENT AGREEMENT

and

ASSESSOR' S CERTIFICATION

By, Between, and Among the

CITY OF NORTH ST. PAUL,

KWIK TRIP, INC.

and

COUNTY ASSESSOR OF THE COUNTY OF RAMSEY

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

THIS AGREEMENT, dated as of this _____ day of _____, 20__, by and between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation (the "City") and **KWIK TRIP, INC.**, a Wisconsin corporation (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 attached hereto; and

WHEREAS, it is contemplated that pursuant to said Agreement the Developer will construct a convenience store/fueling station and car wash in excess of nine thousand (9,000) square feet 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.

WHEREAS, Developer and the City request that the Assessor provide a certification substantially in the form attached hereto as Exhibit B.

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 Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00). The Development Contract requires the Developer to substantially complete the minimum improvements on or before December 31, 2021. 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.

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: _____
Terrence J. Furlong, Mayor

(SEAL)

By: _____
Scott A. Duddeck, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Terrence J. Furlong and by Scott A. 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

KWIK TRIP, INC.

By: _____
Its

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ the _____ of Kwik Trip, Inc., a Wisconsin corporation, on behalf of the corporation.

Notary Public

EXHIBIT A

Legal Description of Land

Lot 2, Block 1, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof.

EXHIBIT B

FORM OF ASSESSOR'S CERTIFICATE

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 \$5,200,000.00 market value assigned to the land and improvements are reasonable.

County Assessor for the
County of Ramsey

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the County Assessor for the County of Ramsey.

Notary Public

SCHEDULE C

Form of Certificate of Completion

WHEREAS, the City of North St. Paul, a Minnesota municipal corporation (the "Grantor"), by a Deed recorded in the Office of the County Recorder or the Registrar of Titles in and for the County of Ramsey and State of Minnesota, as Deed Document Number _____ has conveyed to Kwik Trip, Inc., a Wisconsin corporation (the "Grantee"), the following described land in the County of Scott and State of Minnesota, to-wit:

Lot 2, Block 1, Anchor Block Commons, Ramsey County, Minnesota, according to the recorded plat thereof; and

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 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: _____
_____, Mayor

And: _____
_____, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

SCHEDULE D

ESCROW AGREEMENT

The undersigned, **Tri-County Abstract and Title Guaranty** ("Escrow Agent") acknowledges receipt of Sixty Thousand and 00/100 Dollars (\$60,000.00) (the "**Deposit**") to be held by it pursuant to the terms of the Contract for Private Development attached to this Escrow Agreement. Escrow Agent agrees to hold the Deposit in accordance with the terms of the Purchase Agreement and disburse the same strictly in accordance with such terms. Escrow Agent shall invest the Deposit in such interest-bearing accounts or instruments as shall be approved by both the Developer and the City. Interest shall accrue for the benefit of Developer and shall become part of the Earnest Money.

City represents that its Tax I.D. Number is as follows: _____.

Developer represents that its Tax I.D. Number is as follows: 39-1036365.

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

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

ESCROW AGENT:

TRI-COUNTY ABSTRACT AND TITLE GUARANTY

By: _____

Its: _____

DEVELOPER:

KWIK TRIP, INC.

By: _____

Its: _____

CITY:
CITY OF NORTH ST. PAUL

By: _____
Terrence J. Furlong, Mayor

And: _____
Scott A. Duddeck, City Manager

SCHEDULE E

FORM OF MEMORANDUM

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 **KWIK TRIP, INC.**, a Wisconsin corporation, with an address of 1626 Oak Street, La Crosse, WI, 54603 (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. 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.

6. This Memorandum and the Agreement shall run with the land and be binding upon the successors and assigns of the City and the Developer.

7. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

8. 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]

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

KWIK TRIP, INC.

By: _____
Its

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__, by _____ the
_____ of Kwik Trip, Inc., a Wisconsin corporation, on behalf of the
corporation.

Notary Public