CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
October 20, 2020
6:30 PM

The City of North St. Paul is moving all of its public meetings online effective August 4, 2020. The move to online meeting access via Zoom ensures compliance with the Governor's Emergency Executive Order and face covering mandate while providing our City Council members, staff and residents with safe and comfortable access to public meetings. Access information and links to meetings are available at northstpaul.org. This change to online meeting access will remain in effect until further notice. (Stat. 13D.02 subd. 4)

The **October 20th 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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

IV. ADOPT AGENDA

V. PRESENTATIONS

VI. CONSENT AGENDA

A. 10-6-2020 workshop meeting minutes.
B. 10-6-2020 regular meeting minutes.
C. General accounts payable: $1,981,193.52.
D. HRA accounts payable: $186.38.
E. Construction Pay Voucher No. 6 – 2020 Street and Utility Improvement Project.

F. 2021 SCORE Grant Fund Application.
G. MN Lawful Gambling Permit – Neumann's Bar & Grille

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

A. Special Assessment Hearing for unpaid bills and authorizing the City of North St. Paul to certify to the County Auditor's Office all unpaid fees.
B. Senior Living Developments and the Issuance of Senior Living Revenue Bonds by the City of Deephaven, MN and Adoption of a Housing Program Related thereto Under MN Statutes, Chapter 462C, as Amended.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Purchase Agreement with the owner of 2711 Helen Street
B. Uptown Commons Final Plat
C. Land Sale with Development Co, LLC

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

There are no closed sessions.

XIV. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, November 17, 2020 at 6:30 p.m.

City of North Saint Paul
October 6, 2020
Proposed City Council Workshop Meeting Minutes

The October 6, 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 Scott Thorsen
Council Member Candy Petersen
Council Member Jan Walczak
Council Member Tom Sonnek
Mayor Terry Furlong

Staff: City Manager Scott Duddeck, Deputy Clerk Jennie Kloos, Finance Director Jason Zimmerman, Communications Consultant Kari Erpenbach, Fire Chief Jason Mallinger, Police Chief Tom Lauth, City Attorney Soren Mattick

III. TOPIC(S)

A. BUSINESS GRANT PROGRAM

City Manager Duddeck started the meeting discussing the Business Grant Program and requesting Council input. Mr. Duddeck continued by providing information regarding the Grant Program. Mr. Duddeck, Council Member Thorsen, Mayor Furlong and City Attorney Mattick met via Zoom on the topic and discussed how other cities have implemented this program and how North St. Paul can move forward. The program allows the City to grant dollars (amount to be determined by the City) of the CARES Act Funding provided to the City from the State of Minnesota to local businesses that have been affected by COVID – 19. The process will need to move quickly as there is a final deadline of getting funds distributed by November 15th. The process includes getting information mailed out to local businesses by Friday, October 9, 2020 with a turnaround by October 30th. Information to the EDA with a meeting scheduled for November 4th. Final approval by the City Council at a Special meeting on Tuesday, November 10th and funds being distributed by November 15th. Finance Director Jason Zimmerman has been in contact with the auditors and are in agreeance that if a business is able to show that they have been affected by COVID-19, that would be sufficient information qualifying that business for the grant dollars. Discussions were held on how the amount would be determined (flat dollar amount or varying by business) and what businesses would qualify and be awarded the grant. Attorney Mattick commented that criteria would need to be developed to ensure equality to all that apply. It was agreed that a review board would need to formed to make these decisions. This item is on the regular agenda for approval.

B. CABLE COMMISSION

This item has been up for discussion in the past year. With no changes have been made over the duration period, it is recommended that the City Council approve a Resolution being brought forth to the City Council meeting and adopt the Resolution to withdraw from the RWSCC JPA; authorize staff to provide written notice to the Secretary of the RWSCC Commission by October 15, 2020, with an effective date of withdrawal of December 31, 2020; and authorize staff to finalize an individual franchise agreement with Comcast Cable for council consideration at the October 20, 2020 council meeting. This is on the regular meeting agenda for approval. All City Council members are in agreeance to withdraw.

C. FALL CLEAN UP EVENT

Due to the current COVID-19 pandemic and the provider's industry being hit heavy with infections, City Manager Duddeck is recommending this event be cancelled this year. He commented that the spring cleanup event already has a standing date each year locked in with the provider and the City will continue with the City-wide cleanup date set for spring of 2021. There was some discussion of possibly adding a shredding event in the future.

D. OPERATIONAL UPDATES

City Manager Duddeck stated that a Resolution will be presented on the regular meeting agenda looking for approval to extend the downtown operational hours to include Saturday's from 9-5 in order to push forward with the Downtown project while the weather is still cooperating.

Mr. Duddeck commented that we are on the final stretch of closing on the Anchor Apartment building, looking for closing at the end of October.

IV. OTHER BUSINESS

V. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, seconded by Council Member Petersen, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 6:19 p.m.

_____
Terrence J. Furlong, Mayor

Attest:

_____
Scott A. Duddeck, City Manager/Clerk

City of North Saint Paul
October 6, 2020
Proposed Regular City Council Meeting Minutes

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 6:30 p.m. The meeting was conducted via Zoom.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

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

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

IV. ADOPT AGENDA

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

V. PRESENTATIONS

There were no presentations.

VI. APPROVAL OF CONSENT AGENDA

Council Member Thorsen requested that Consent Agenda Items E and H be removed from the Consent Agenda and addressed under IX. City Business Items.

On motion by Council Member Petersen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2020-105 consisting of:

A. September 8, 2020 workshop meeting minutes.
B. September 15, 2020 workshop meeting minutes.
C. September 22, 2020 workshop meeting minutes.
D. September 15, 2020 regular meeting minutes.
E. General accounts payable: $1,642,034.17. **Moved to City Business**
F. HRA accounts payable: $1,787.44.
G. Declare surplus property (2008 Ford Crown Victoria & 2012 Chevrolet Tahoe) – Resolution 2020-109

H. CSAH 68 (McKnight Road) Intersection Improvements Project – Construction Pay Voucher No. 5 – **Moved to City Business**

VII. MEETING OPEN TO PUBLIC

John Schmahl, 2750 Chisholm Avenue, stated he noticed recently while driving around town that the City's rain gardens are in bad condition. He added he spoke with Council Member Thorsen about it, and he noticed it too. He noted the four rain gardens on Gerald need to be cleaned up, and he notified Carol, who runs the program, and the Gerald rain gardens have improved.

Mr. Schmahl stated he later contacted Ron Richie to ask whether the City's rain gardens should have maintenance agreements, as the proposed holding pond in the 17th and Delaware development will have a maintenance agreement. He added Mr. Richie indicated that he would contact the City Manager about this issue. He noted he also contacted the Watershed District, and received a response from Paige Ahlborg, who indicated that property owners are responsible for rain gardens on their property.

Mr. Schmahl stated rain gardens are located in the City right of way, and not on private property. He added there are many new homes being built in North St. Paul, and many homes that have new owners, and residents with rain gardens should be informed about their maintenance responsibilities. He noted the City should provide an easement on the title, or some information for new homeowners, as it is not right that homeowners should be responsible for maintaining the City's rain gardens.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

City Manager Scott Duddeck thanked Deputy Clerk Jennie Kloos for all her hard work in putting together tonight's meeting agenda.

A. Request to Extend Working Hours on the Downtown Redevelopment/Street and Utility Project

Mr. Duddeck requested City Council consideration of extending work hours for construction in the downtown area. He added the extension would be for extra hours on Saturday, from 7:00 a.m. – 7:00 p.m. He noted weekday hours are already 7:00 a.m. – 7:00 p.m.

Mayor Furlong asked whether there is an end date for the extension. Mr. Duddeck stated work is expected to be completed by the 2nd week in November, depending upon weather conditions.

Council Member Sonnek asked how far construction is expected to get this fall. Mr. Duddeck stated it is hoped that concrete curb and pavement will go in, but sidewalks will be the last thing to be done, and a temporary surface may be necessary.

On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-106 Approving Exemption from Construction Activities and Penalty of the North St. Paul City Code.

Mr. Duddeck stated City Staff plans to bring a potential Ordinance change to the City Council for consideration, that will address the Ordinance specific to the downtown area. He added the City-wide noise Ordinance is restrictive for activity downtown including snow removal and street cleaning that happens after business hours.

B. Request to Purchase Three New 2021 Police Patrol Vehicles

Mr. Duddeck stated the Police Department is selling three vehicles and requesting the purchase of three vehicles. He added the purchase of two vehicles was approved by the City Council in the 2020 budget, but the vehicles were not purchased due to the pandemic. He noted two additional vehicles are in need of replacement, but only one replacement is being requested.

Mr. Duddeck stated the new patrol vehicles will be hybrid vehicles, or a combination of gas and electric, which will be more energy and cost efficient, and will have built-in safety features. He added the vehicles are proposed to be purchased from a Ford dealer in St. Cloud that is the State contract holder for all municipal vehicles. He noted they will be equipped with safety equipment, lights and cameras after they are delivered to the Police Department.

Council Member Thorsen requested that the City Council be able to review the equipment purchase plan, to have additional information about future scheduled vehicle replacements. Mr. Duddeck agreed.

Council Member Sonnek asked what the cost will be for the additional features. Mr. Duddeck stated an additional $10,000 will be spent per vehicle.

Council Member Walczak asked what is the cost per vehicle? Mr. Duddeck stated that is included in the meeting packet, and the total per vehicle is $45,124.24.

Council Member Walczak asked whether these costs will prohibit the Police Department from getting body-worn cameras by the end of 2020. Mr. Duddeck stated confirmed that body-worn cameras will be in place before the end of the year. He added the vehicles will be replaced under the Vehicle Replacement Program, which is a separate budget.

Council Member Walczak asked whether equipment can be removed from existing surplus equipment and re-used. Mr. Duddeck stated some equipment can be re-used, but cameras and lights will be replaced.

Council Member Walczak asked whether the Police Department will be negatively impacted if they are short one vehicle. Mr. Duddeck stated the Police Department is already short on vehicles, and a designated CSO vehicle is needed.

Mayor Furlong asked about hybrid vehicles. Mr. Duddeck stated they are a combination of gas and electric, with good gas mileage and excellent performance. He added the cost savings is realized within the first year.

Council Member Walczak asked how long the vehicles need to be charged, and how often they need to be filled with gas. Mr. Duddeck stated there are no issues with charging the vehicles, as they regenerate on their own.

Council Member Thorsen agreed to send Councilmember Walczak a link with information about hybrid vehicle technology.

On motion by Council Member Sonnek, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried and to adopt Resolution No. 2020-107 Requesting the Purchase of Three New 2021 Police Patrol Vehicles.

C. Notice to Withdraw from Joint and Cooperative Agreement

Mr. Duddeck requested City Council consideration of a Resolution to withdraw from the City's Joint Powers Agreement with the Cable Commission by October 15, 2020. He added the City can rescind the withdrawal up to December 31, 2020. He added the City Council rescinded withdrawal in 2019.

Mayor Furlong requested that City Staff schedule a time for Terre to attend a City Council meeting before December 31, 2020 to discuss to provide an update. Mr. Duddeck agreed, adding Terre was unable to attend this meeting, but he will be available to attend an upcoming meeting.

On motion by Council Member Thorsen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution 2020-108 to withdraw from the Ramsey/Washington County Suburban Cable Communications Commission to Joint and Cooperative Agreement for the Administration of Cable Communications Franchises.

D. Cable Commission – First Reading

Mr. Duddeck has been working directly with Comcast on a potential negotiation for a Franchise Agreement should Council withdraw from the Cable Commission and will be brought back to Council for consideration at a later date. Documents have been included for Council review and discussion. No action to be taken.

E. 2487 19th Avenue Minor Subdivision and Variance

City Planner Erin Perdu reviewed a request related to City-owned property that is proposed for construction of a student-built home. She added the proposed lot line shift would be 5 feet to the east, giving the parcel more area, and addressing an old retaining wall. She noted the variance request relates to proposed lot coverage of 43.5% which is in excess of the 40% maximum lot coverage requirement.

Ms. Perdu stated the existing home on the property would be demolished and removed along with the existing gravel driveway, patio areas and walkways. She added the new home would be in line with other homes on the street in terms of setback, and the lot is an existing legal nonconforming lot at 6,500 square feet. The required lot size is 7920 square feet. She noted State statute allows for construction on existing nonconforming lots in the Shoreland Overlay District with a variance for lot area with requirements for pervious lot coverage.

Ms. Perdu stated the variance is necessary due to the addition of a proposed 24x24 foot garage, which adds approximately 8% to the lot coverage. She added the impact of the new garage is reduced by the proposed removal of pavement. She noted City Staff feels the proposed garage is

necessary to make the home more livable and saleable, and to create a floor plan that meets the needs of today's homebuyers. A single-story floor plan is proposed to maintain neighborhood character.

Ms. Perdu stated City Staff recommends approval of both requests. She added the Planning Commission held a public hearing on this issue and heard comments from a resident regarding the location of the new driveway. She added no variance is required for the proposed driveway. She noted the Planning Commission expressed concerns about the size of the new home and that it would not fit in the neighborhood.

Council Member Thorsen stated this proposal was reviewed by the Housing and Redevelopment Authority, but the unique circumstances of the lot were not made known to the HRA. He added the HRA process should be refined to include consideration of detailed plans, and this route seems more complicated than designing a home that fits within existing parameters. He noted he does not support the concept that this is the only plan that will work on the lot. He expressed his appreciation of all the work that City Staff have done on this proposal, and it was reviewed by the Planning Commission, and he is happy to move forward with the requests.

Mayor Furlong expressed concern about the cost and availability of construction materials, and how quickly costs are increasing. Mr. Duddeck agreed, adding it is hoped that the existing home can be demolished, and the retaining wall reconstructed this year, with the remaining construction to be completed in the spring.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-116 Approving Minor Subdivision for Property Located at 2487 19th Avenue E, PID 01-29-22-34-0013 and Resolution 2020-111 Approving a Variance from Chapter 154, Appendix A, Table 4 of the North St. Paul City Code.

F. Mary Jo Lane Sanitary Sewer Extension

Mr. Duddeck reviewed a contract for extension of sanitary sewer from a property located at 1899 Mary Jo Lane, where the existing substandard sanitary sewer system runs 150 feet through the home's side-yard to the street as a service line. He added Public Works crews are unable to service or clean this line, and the only access is from the homeowner's basement.

Mr. Duddeck stated City Staff recommends approval of the contract to extend the sanitary sewer line on Mary Jo Lane.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-114 Approving Quote and Award Contract for Mary Jo Lane Sanitary Sewer Extension.

G. Approve Quotes and Award Contract for Tree Removal/RWMWD

Mr. Duddeck requested City Council consideration of removal of large cottonwood trees on Margaret Street near Southwood Park that were struck by lightning recently. He added the trees are deteriorating quickly and need to be removed for safety reasons.

Mr. Duddeck stated City Staff hopes to partner with the Watershed District to complete other improvements at this location, including mitigate erosion and repair and replace a pipe under Margaret Street, as well as dredge and clean holding ponds around Cowern School that empty into the storm sewer system leading to Franklin Pond. He added access to these areas is difficult, and a potential project will be underway this winter.

Mr. Duddeck stated City Staff recommends approval of the removal of trees on Margaret Street. He added nearby neighbors are anxious to have the trees removed and are supportive of this proposal.

Mayor Furlong asked whether the trees are on public property. Mr. Duddeck confirmed this.

On motion by Council Member Petersen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to Approve Quotes and Award Contract for Tree Removal for Ramsey/Washington Watershed Maintenance Project.

H. City Council Meeting Calendar Related to the Reinstatement of the October 6, 2020 Workshop and Regular Meeting and Rescheduling the Canvass Meeting.

Deputy Clerk Jennie Kloos reviewed amended meeting dates including tonight's October 6, 2020 workshop, and the Election Canvass Meeting on November 12, 2020 at 5:00 p.m.

Mayor Furlong requested clarification regarding a proposed Resolution related to business relief. Mr. Duddeck stated a Special City Council meeting is planned for November 10, 2020 at 5:00 p.m.

On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to Amend the City Council Meeting Calendar to include October 6, 2020 Workshop and Regular Meeting; November 10, 2020 Business Relief Program meeting (5:00 p.m.); and November 12, 2020 Election Canvass Meeting (5:00 p.m.) and to adopt Resolution No. 2020-110 to Amend Resolution adopting the 2020 City Council meeting schedule.

I. 15th Avenue Street Overlay

Mr. Duddeck stated City Council consideration is requested of an overlay maintenance project on 15th Avenue between 1st Avenue and Margaret Street, an area that is in need of an overlay before full replacement can be completed. He added Excel Energy have completed their work in that area, and the proposed overlay would tie it all together in one pavement surface. He added the low bid was $45,150 for the overlay project.

Council Member Thorsen asked whether there was only one bid. Mr. Duddeck stated there was another bid that was higher than the bid that is being recommended. Council Member Thorsen requested that the rejected bid be added to the record, to be consistent with City policy. Mr. Duddeck agreed.

On motion by Council Member Sonnek, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2020-115 Approving 15th Avenue Pavement Overlay Project.

J. Business Grant Program Approval

Mr. Duddeck requested City Council consideration of adoption of a business grant program using CARES funding. He added the City Council reviewed proposals from other metro area cities that have done something similar. He noted, if approved, grant application documents would be mailed to eligible businesses by Friday, October 9, 2020, and applications would be reviewed by the City Council by October 30, 2020, for funding awards by November 15, 2020, the CARES funding deadline.

Council Member Sonnek stated, to clarify his position from the workshop earlier, he does not want to complicate the work of reviewing applications. He added he would support creation of a simple criteria mechanism that would allow for the most equitable funding distribution.

On motion by Council Member Thorsen, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to Adopt Resolution No. 2020-112 Approving a Covid-19 Emergency Grant Program to be Administered by the North St Paul EDA to Cover Expenses of Business Interruption Due to the Covid-19 Pandemic.

Discussion during motion:
Mayor Furlong stated this funding is a good step forward for helping out the City's businesses that have been negatively impacted by the pandemic. He expressed his appreciation for City Staff and the EDA, as well as Council Member Thorsen, for putting this process together.

Council Member Thorsen stated, for purposes of disclosure, any businesses that he is involved in or that he works at will not be applying for the CARES funding grant.

Council Member Sonnek stated funding guidelines stipulate that businesses that are associated with a City Official will not qualify for this funding.

K. Set Public Hearing Date for the Issuance of the Bonds by the City of Deephaven to Finance the Projects Described in the Housing Program on October 20, 2020

Mr. Duddeck requested City Council consideration of conduit financing to be provided by the City of Deephaven to refinance five Suite Living facilities. He added the financing has no financial effect on the City, but approval must be granted by the City Council. He noted he had initial concerns regarding the non-profit status this would create for businesses would affect the City's tax base, and whether it would trigger grant funding repayments. He noted his concerns have been alleviated by the inclusion of a document that will be registered with the properties confirming they are not tax exempt until bonds are paid off.

A representative stated the portfolio of Hampton properties that they are purchasing includes Suite Living communities, one of which is located in North St. Paul. He added Suite Living will be maintained as the property managers and no operational changes will be made. He noted the plan is to aggregate 25-30 communities, with the goal of providing better, more efficient care to seniors.

Mayor Furlong asked why the City of Deephaven is providing the financing. The representative stated the City of Deephaven was chosen based on the recommendation of the underwriter and bond counsel.

Mayor Furlong asked City Attorney Soren Mattick whether there is any risk to the City. Mr. Mattick stated this type of pass-through conduit financing is put in place simply to obtain funding and does not represent any financial exposure for the City.

On motion by Council Member Thorsen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to Adopt Resolution No. 2020-113 to Set Public Hearing Date for the Issuance of the Bonds by the City of Deephaven to Finance the Projects Described in the Housing Program on October 20, 2020.

L. Accounts Payable Check Register

Council Member Thorsen stated he requested that this item be removed from the Consent Agenda for discussion. He added credit card statements with purchase details should be included in the Accounts Payable register. Mr. Duddeck stated City Staff plans to begin using a separate form to record each credit card transaction.

Finance Director Jason Zimmerman stated the credit card transactions are tendered individually and consolidated online. He added credit card statements are included in the annual audit. He noted he understands Council Member Thorsen's request, and City Staff can comply with that request.

On motion by Council Member Thorsen, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to Approve General Accounts Payable of $1.652 million.

M. CSAH 68 (McKnight Road) Intersection Improvements Project – Construction Pay Voucher No. 5

Council Member Thorsen stated he requested that this item be removed from the Consent Agenda for additional discussion. He expressed concern about change orders for the McKnight Road improvements. He added all changes to construction projects should be reviewed by the City Council for approval. He asked whether change orders will be reviewed by the City Council moving forward.

Mr. Duddeck stated some change orders have occurred within the contingency percentages of the project. He agreed to review the change order process with the City Engineer and City Attorney regarding City Council approval.

Thorsen the city council just approved a purchasing policy. I would imagine that would fall into that, if it's outside the contingency that is already approved. Just to make sure

Council Member Thorsen stated the City Council approved a purchasing policy, and the contingencies for change orders fall under that approval. He added he would like to ensure another level of accountability and transparency. He noted, in his opinion, a change order is outside the purview of what was originally approved, and any changes should be discussed by the City Council.

On motion by Council Member Sonnek, seconded by Council Member Thorsen, with all present voting aye (5-0), motion carried to Approve Intersection Improvement Project CSAH 68 (McKnight Road) Intersection Improvements Project – Construction Pay Voucher No. 5.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Duddeck stated construction projects continue in the downtown area, and with the City Council's approval tonight regarding work hours, crews will work 12-hour days, 6 days per week. He added there is an estimated 6 weeks of work to be done.

Mr. Duddeck stated the Uptown Commons development project construction is now officially under way. He added the building foundation was dug out yesterday, and footings and rebar were installed. He noted concrete footings will be poured on Thursday, October 8, 2020

Mr. Duddeck stated remodeling has begun at Caring for Cats' new location, including a new water main and fire sprinkler system,

Mr. Duddeck stated roadway material was crushed on site across from the fire station, and the pile is ready to be used. He added 10,000 tons of materials were needed.

Mr. Duddeck stated development continues at the Anchor North site, with the Kwik Trip proposal to be reviewed by the Planning Commission at their November meeting. He added it is hoped that the City will close on that property by the end of 2020, with construction beginning in Spring 2021. He noted the storage facility construction is progressing, with framing completed on first floor and concrete floor poured on the second floor.

Mr. Duddeck stated the Anchor View Apartments developer is in the final phase of preparing title work, and close on the sale should occur by the end of October, with construction to begin immediately.

Mr. Duddeck stated work at the former BP is now complete, with the asphalt parking lot and lighting removed. He added topsoil will be hauled in that was salvaged from the Anchor North site, to bring the BP site up to grade and restored to green space. He noted access to the site will be closed off, including curbing, to prevent vehicles from entering the site.

Mayor Furlong stated City Staff should put a couple signs on the site. Mr. Duddeck agreed.

Mr. Duddeck stated Public Works crews have been out sweeping the streets, with an emphasis around the lakes to prevent storm sewer systems from backing up with leaves. He added the storm sewer sumps around Silver Lake are being cleaned out.

Mr. Duddeck stated the Fire Department-sponsored Booya was an outstanding evening and a big success. He added the Fire Department did an excellent job on planning and implementing the event, which was organized and efficient, with pre-placed orders and socially distanced pick-up procedures. He noted the Fire Department's efforts were greatly appreciated by residents.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Sonnek stated the Planning Commission's last meeting was held October 1, 2020, at which the minor subdivision and variance request for 2487 19th Avenue were discussed and recommended for City Council approval. He added the Planning Commission's next meeting is scheduled for November 5, 2020 at 6:15 p.m.

Council Member Petersen stated she recently attended the League of Minnesota Cities' Municipal Revenue Policy meeting, at which the message was that cities should spend all the CARES funding.

Council Member Petersen stated the Parks and Recreation Commission met last week and had a good discussion. She added she appreciates Mr. Duddeck for joining the meeting and providing comments and feedback. She noted she looks forward to the future of parks in North St. Paul.

Mr. Duddeck stated, with regard to Parks & Recreation events, the "Star Watch" scheduled for October 12, 2020 was cancelled due to the pandemic. He added the planner was very disappointed, but the event will be rescheduled in the spring.

Mr. Duddeck stated the Rotary Club sponsored construction of a restroom facility at Rotary Park, which is complete and ready for a ribbon-cutting ceremony, which will be postponed until the spring. He noted information regarding completion of the facility will be made available for residents on social media and the City's web site.

Council Member Thorsen stated the Economic Development Authority met recently to discuss the CARES Act funding for business grants. He added the EDA will have a regular meeting via Zoom on Tuesday, October 13, 2020, at 3:00 p.m. He noted information on the meeting and a meeting link will be available on the City website.

Council Member Thorsen stated he received an email invitation from Councilmember Kevin Zabel of Oakdale to participate in a small regional meeting with League of Minnesota Cities. He added the meeting will be held October 27, from 2:00 – 3:00 p.m. at Oakdale City Hall, and he plans to attend and report back to the City Council.

Council Member Petersen stated she plans to attend that meeting as well, representing the League of Minnesota Cities. She added the League has been doing a lot of outreach for cities.

XII. GENERAL BUSINESS

Council Member Walczak stated she attended the Homes for Heroes event at the new home for veterans last week.

Council Member Petersen she attended the Homes for Heroes event last week. She added she attended the City Council candidates' Meet & Greet event, which was informative.

Council Member asked when budget discussions will be scheduled regarding enterprise funds and the City fee schedule. Mr. Duddeck stated he does not have a date, but he will get something out to the City Council right away. He added no changes to the fee schedule are proposed.

Mayor Furlong stated he attended the ribbon-cutting ceremony at the Homes for Heroes new home near Veteran's Park, which was well-attended. He added the house is beautiful and spacious with

many amenities and features. He noted the reception included many people who worked on the home from various trades, and people who donated time and materials, and attendees received a special coin representing heroes. The home's new residents, a veteran and family, will move in at the end of October 2020.

XIII. CLOSED SESSION

There was no closed session.

XIV. 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 meeting at 8:17 p.m.

_____
Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

NORTH
ST.PAUL
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: October 20, 2020
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date			
10/9/2020	Payroll Register DD		$116,277.76
10/9/2020	Payroll Direct Payables		$106,973.92
10/9/2020	Severance Payroll Register DD		$13,309.72
10/9/2020	Severance Payroll Direct Payables		$109,530.05
10/15/2020	Payroll Direct Payables	137013	$950.80
		Payroll Subtotal	$347,042.25

10/21/2020	A/P Checks	137014-137083	$ 1,130,481.35
10/21/2020	Drafts	000875-000879	$ 503,669.92
		AP Subtotal	$ 1,634,151.27
		Grand Total	$ 1,981,193.52

Approved this 20th day of October, 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: 10/09/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	65	116,277.76
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	65	116,277.76

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04664 10/9/20 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 202010056204	FEDERAL WITHHOLDING	D	10/09/2020		16,928.90	000865	
	I-T3 202010056204	FICA TAXES	D	10/09/2020		15,076.84	000865	
	I-T4 202010056204	MEDICARE TAXES	D	10/09/2020		5,429.08	000865	37,434.82
H08033		H S A BANK						
	I-444202010056204	HSA ACCOUNT	D	10/09/2020		6,609.50	000866	6,609.50
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202010056204	EMP/EMPR DEFERRED COMP	D	10/09/2020		11,450.98	000867	
	I-21 202010056204	EMP/EMPR DEFERRED COMP	D	10/09/2020		3,449.87	000867	
	I-26 202010056204	LOAN PAYMENTS TO ICMA	D	10/09/2020		1,116.59	000867	
	I-2CM202010056204	CITY MGR 9% DEFERRED COMP	D	10/09/2020		891.60	000867	
	I-2IR202010056204	EMP/EMPR DEFERRED COM	D	10/09/2020		1,390.00	000867	18,299.04
M12900		MNEFTS						
	I-T2 202010056204	MN Income Tax WH	D	10/09/2020		7,632.42	000868	7,632.42
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202010056204	POST DEDUCTIONS	D	10/09/2020		975.00	000869	975.00
P16470		P E R A						
	I-91 202010056204	6634-00 REG PERA	D	10/09/2020		16,522.29	000870	
	I-92 202010056204	6634-00 PERA PD	D	10/09/2020		19,500.85	000870	36,023.14

* * 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	106,973.92	106,973.92
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	106,973.92	106,973.92

PAYROLL NO: 01 City of North St. Paul PAYROLL DATE: 10/09/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	4	13,309.72
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	
TOTAL CHECKS:	4	13,309.72

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 04665 10/09/20 FINAL FIVE PAYRO
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 202010076205	FEDERAL WITHHOLDING	D	10/09/2020		3,130.78	000871	
	I-T3 202010076205	FICA TAXES	D	10/09/2020		4,612.20	000871	
	I-T4 202010076205	MEDICARE TAXES	D	10/09/2020		1,081.88	000871	8,824.86
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202010076205	EMP/EMPR DEFERRED COMP	D	10/09/2020		13,770.00	000872	
	I-21 202010076205	EMP/EMPR DEFERRED COMP	D	10/09/2020		3,000.00	000872	16,770.00
M12900		MNEFTS						
	I-T2 202010076205	MN Income Tax WH	D	10/09/2020		1,248.12	000873	1,248.12
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202010076205	POST DEDUCTIONS	D	10/09/2020		82,687.07	000874	82,687.07

* * 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:	4	0.00	109,530.05	109,530.05
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:	4	0.00	109,530.05	109,530.05

PACKET: 04646 9/25/20 PAYROLL - 8
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
L12385		LOCAL UNION #160						
	I-11 202009096133	UNION DUES	R	10/15/2020		475.40	137013	
	I-11 202009216180	UNION DUES	R	10/15/2020		475.40	137013	950.80

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	950.80	950.80
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:	1	0.00	950.80	950.80

PACKET: 04670 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	WYATT MCMULLEN							
	I-202010146235	WYATT MCMULLEN:	R	10/21/2020		300.00CR	137014	300.00
A01629	AUTOMATIC SYSTEMS CO							
	I-35296S	KIDDE LIFTSTATION TRANSDUCER	R	10/21/2020		1,610.15CR	137015	1,610.15
B02228	BROCK WHITE COMPANY LLC							
	I-14265684-00	COLUMN FORMS	R	10/21/2020		522.39CR	137016	522.39
C03000	CALLNET							
	I-201002120101	MNTHLY ANSWER SERV 9/14-10/11	R	10/21/2020		994.96CR	137017	994.96
C03002	CAMPBELL KNUTSON PA							
	I-2076-0000G-147	AUG 2020 LEGAL SERVICES	R	10/21/2020		7,682.65CR	137018	
	I-2076-0044G-35	AUG 2020 LEGAL SERVICES	R	10/21/2020		105.00CR	137018	
	I-2076-0066G-27	AUG 2020 LEGAL SERVICES	R	10/21/2020		99.00CR	137018	
	I-2076-0078G-10	AUG 2020 LEGAL SERVICES	R	10/21/2020		33.00CR	137018	
	I-2076-0079G-10	AUG 2020 LEGAL SERVICES	R	10/21/2020		877.50CR	137018	
	I-2076-0081G-8	AUG 2020 LEGAL SERVICES	R	10/21/2020		105.00CR	137018	8,902.15
C03066	CINTAS							
	I-4060188213	UNIFORM SERVICES	R	10/21/2020		107.45CR	137019	
	I-4060720531	UNIFORM SERVICES	R	10/21/2020		107.45CR	137019	
	I-4060720612	UNIFORM SERVICES	R	10/21/2020		8.50CR	137019	
	I-4061473924	UNIFORM SERVICES	R	10/21/2020		8.50CR	137019	
	I-4061473981	UNIFORM SERVICES	R	10/21/2020		107.45CR	137019	
	I-4062110034	UNIFORM SERVICES	R	10/21/2020		84.85CR	137019	
	I-4062110112	UNIFORM SERVICES	R	10/21/2020		129.03CR	137019	
	I-4062759169	UNIFORM SERVICES	R	10/21/2020		8.50CR	137019	
	I-4062759170	UNIFORM SERVICES	R	10/21/2020		74.52CR	137019	
	I-4062759269	UNIFORM SERVICES	R	10/21/2020		107.45CR	137019	
	I-4063415613	UNIFORM SERVICES	R	10/21/2020		8.50CR	137019	
	I-4063415653	UNIFORM SERVICES	R	10/21/2020		74.52CR	137019	
	I-4063415655	UNIFORM SERVICES	R	10/21/2020		107.45CR	137019	934.17
VOID	VOID CHECK		V	10/21/2020			137020	**VOID**
C03091	CES IMAGING							
	I-INV118008	SEPT 2020 PLOTTER LEASE	R	10/21/2020		265.50CR	137021	
	I-INV118832	OCT 2020 PLOTTER LEASE	R	10/21/2020		253.50CR	137021	519.00
C03139	COMCAST							
	I-202010146232	FD CABLE SERV 10/7/20-11/6/20	R	10/21/2020		22.40CR	137022	
	I-202010146233	DIGITAL ADPTR SERV 10/14-11/13	R	10/21/2020		6.27CR	137022	28.67

PACKET: 04670 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
C03273	CURTIS 1000 INC - MINNESOTA							
	I-6042376A	SHIPPING CHARGES	R	10/21/2020		65.95CR	137023	
	I-6045183	BUSINESS CARDS KLOOS	R	10/21/2020		62.11CR	137023	128.06
C21221	CENTURY LINK							
	I-202010146234	OCT 2020 PHONE SERVICE	R	10/21/2020		215.44CR	137024	215.44
D04075	DIAMOND VOGEL PAINT PRODUCTS							
	I-807074005	FIELD MARKING PAINT	R	10/21/2020		263.64CR	137025	
	I-807074052	YELLOW CURB MARKING PAINT	R	10/21/2020		72.00CR	137025	335.64
E05009	EAST CENTRAL SOLID WASTE COMMISSION							
	I-202010136230	PUBLIC WORKS TIPPING FEES	R	10/21/2020		3,924.00CR	137026	3,924.00
E05112	ELK RIVER WINLECTRIC CO							
	I-32042000	TOOLS	R	10/21/2020		1,076.97CR	137027	1,076.97
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-930201	SEPT PROSECUTION SERVICES	R	10/21/2020		7,129.86CR	137028	7,129.86
F06475	FRA-DOR BLACK DIRT & RECY							
	I-2009096	BLACK DIRT FOR ROTARY PARK	R	10/21/2020		340.00CR	137029	340.00
G07176	GOPHER STATE ONE CALL							
	I-0090640	LOCATE TICKETS	R	10/21/2020		390.15CR	137030	390.15
G07292	GRAYBAR							
	I-9318099172	2" PVC COUPLING	R	10/21/2020		458.97CR	137031	458.97
H06055	HAWKINS INC							
	I-4794234	FLOURIDE FOR WELLS	R	10/21/2020		2,119.08CR	137032	2,119.08
H07875	HABERMAN MACHINE							
	I-620065	611 WELDING & MACHINING	R	10/21/2020		786.50CR	137033	786.50
H08127	HILLCREST BRAKE & ALIGN							
	I-3331	R&M VEHICLES SQUAD #2130	R	10/21/2020		360.26CR	137034	
	I-3356	R&M VEHICLES SQUAD #2131	R	10/21/2020		102.52CR	137034	
	I-3367	R&M VEHICLES SQUAD #2124	R	10/21/2020		73.22CR	137034	
	I-3383	R&M VEHICLES SQUAD #2126	R	10/21/2020		73.22CR	137034	
	I-3412	R&M VEHICLES SQUAD #2130	R	10/21/2020		73.22CR	137034	
	I-3422	R&M VEHICLES SQUAD #2132	R	10/21/2020		73.22CR	137034	755.66

PACKET: 04670 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-1013193	MECHANIC SHOP TOOLS	R	10/21/2020		64.82CR	137035	
	I-1050384	ANT KILLER FOR PLAYGROUND	R	10/21/2020		13.96CR	137035	
	I-1064149	TAPE	R	10/21/2020		19.51CR	137035	
	I-14925	TAPE MEASURE	R	10/21/2020		31.97CR	137035	
	I-2011492	SOCKETS & WRENCH	R	10/21/2020		14.69CR	137035	
	I-2013084	FAN & 1/2' DRIVE SOCKET	R	10/21/2020		94.97CR	137035	
	I-4012793	ANCHOR BOLTS FOR BENCHES	R	10/21/2020		14.95CR	137035	
	I-5011058	NEW DRILL FOR SEWER TRUCK	R	10/21/2020		125.00CR	137035	
	I-5050024	WASP SPRAY FOR PLAYGROUND	R	10/21/2020		24.70CR	137035	
	I-7064546	WASP SPRAY FOR PLAYGROUND	R	10/21/2020		2.97CR	137035	
	I-8090209	BOARD FOR PICNIC TABLE	R	10/21/2020		20.98CR	137035	
	I-9010034	STAIN/BRUSHES RTY PK TABLES	R	10/21/2020		102.31CR	137035	
	I-9055372	SHOVELS & RAKE FOR IRRIGATION	R	10/21/2020		35.94CR	137035	566.77
VOID	VOID CHECK		V	10/21/2020			137036	**VOID**
H14077	CORE & MAIN LP							
	I-M988798	WATERMAIN REPAIR EQUIPMENT	R	10/21/2020		5,790.70CR	137037	
	I-N107177	COUPLINGS FOR SEWER LINES	R	10/21/2020		463.71CR	137037	
	I-N139018	WATER METER & BACKFLOW	R	10/21/2020		2,342.79CR	137037	8,597.20
I09045	IMPACT							
	I-149481	OCT 202 NEWSLETTER	R	10/21/2020		1,005.00CR	137038	1,005.00
K11275	KLM ENGINEERING INC							
	I-7972	ANTENNA DRAWING REVIEW	R	10/21/2020		1,500.00CR	137039	1,500.00
K11448	KUBOTA OF CHATTANOOGA							
	I-CT107995	611 PULLEY HOLDER	R	10/21/2020		146.43CR	137040	146.43
L12050	LARSON DIESEL SERVICE							
	I-200901008	412 SUBLET LARSON DIESEL	R	10/21/2020		866.31CR	137041	866.31
L12099	LAW ENFORCEMENT LABOR SERVICES							
	I-202010146244	SEPT 2020 UNION DUES	R	10/21/2020		992.08CR	137042	992.08
L12103	LAWSON PRODUCTS INC							
	I-9307912122	811 BOLTS FOR GRAPPLE	R	10/21/2020		307.57CR	137043	307.57
L12196	LEAG MN CITIES-INS TRUST							
	I-202010136231	Q3 LMC PROPERTY/CASLTY PREM	R	10/21/2020		38,059.00CR	137044	38,059.00

PACKET: 04670 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-202010146236	OCT 2020 UNION DUES	R	10/21/2020		1,533.00CR	137045	
	I-202010146237	SEPT 2020 UNION DUES	R	10/21/2020		1,533.00CR	137045	3,066.00
L12445	LISA SENOPOLE							
	I-202010126228	SEPT PLN COMM MTG FILMING	R	10/21/2020		150.00CR	137046	
	I-202010136229	AUG PLN COMM MTG FILMING	R	10/21/2020		200.00CR	137046	350.00
M13056	CITY OF MAPLEWOOD							
	I-202010146242	OCT UB SEPT USE MAPLEWOOD	R	10/21/2020		30,380.80CR	137047	30,380.80
M13074	MET COUNCIL ENVIRONMENTAL SVCS							
	I-0001114987	NOV WASTE WATER SERVICES	R	10/21/2020		89,385.71CR	137048	
	I-202010146243	OCT 2020 SAC CHARGES	R	10/21/2020		177,130.80CR	137048	266,516.51
M13110	MENARDS-OAKDALE							
	I-7655	AIR HOSE ADAPTER	R	10/21/2020		3.98CR	137049	
	I-7851	SOCKETS & TRAY	R	10/21/2020		15.38CR	137049	
	I-7972	VENTS/CHALK RTRY PK RESTRM	R	10/21/2020		56.01CR	137049	
	I-8042	INSULATION MORTAR MIX PAINT	R	10/21/2020		770.91CR	137049	
	I-8260	WOOD FOR RTRY PK BLDG ATTIC	R	10/21/2020		17.77CR	137049	
	I-8345	ROTARY PARK INSULATION	R	10/21/2020		332.87CR	137049	
	I-8352	ROTARY PARK INSULATION	R	10/21/2020		52.47CR	137049	
	I-8732	ROTARY PARK BLDG SUPPLIES	R	10/21/2020		18.25CR	137049	
	I-8830	ROTARY PARK SCREWS	R	10/21/2020		10.48CR	137049	
	I-89605	WOOD FOR PODIUM	R	10/21/2020		109.76CR	137049	
	I-9403	PVC CONDUIT	R	10/21/2020		171.60CR	137049	1,559.48
M13196	MN CHIEFS OF POLICE ASSOC							
	I-11060	HANDGUN PERMITS	R	10/21/2020		270.00CR	137050	270.00
M13223	MN BUR OF CRIM APPREHENSION							
	I-00000628393	Q3 CJDN ACCESS SERVICE FEES	R	10/21/2020		870.00CR	137051	870.00
M13224	MN DEPT OF HEALTH							
	I-202010146240	Q3 2020 WATER CONNECTION FEE	R	10/21/2020		11,312.00CR	137052	11,312.00
M14137	ROSEVILLE MIDWAY FORD							
	I-127263	2020 FORD F-550 WATER TRUCK	R	10/21/2020		47,957.74CR	137053	47,957.74
M16475	NCPERS GROUP LIFE INS.							
	I-663400102020	OCT 2020 INSURANCE	R	10/21/2020		160.00CR	137054	160.00

PACKET: 04670 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
N14080	NUSS TRUCK & EQUIPMENT							
	I-4024421	504 EMISSIONS	R	10/21/2020		373.49CR	137055	373.49
N14181	NIEBUR TRACTOR & EQUIPMENT							
	I-01-145148	611 MOWER DECK PARTS	R	10/21/2020		138.84CR	137056	138.84
O15003	CITY OF OAKDALE							
	I-202010146241	Q3 2020 OAKDALE FRANCHISE FEE	R	10/21/2020		3,980.44CR	137057	3,980.44
O15032	ON-SITE SANITATION							
	I-0000998612	ROTARY PARK RESTROOM	R	10/21/2020		130.00CR	137058	
	I-0000998613	2329 10TH AVE RESTROOM	R	10/21/2020		57.00CR	137058	
	I-0000998614	SOUTHWOOD PARK RESTROOM	R	10/21/2020		57.00CR	137058	
	I-0000998615	SILVER LAKE PARK RESTROOM	R	10/21/2020		57.00CR	137058	
	I-0000998617	NORTHWOOD PARK RESTROOM	R	10/21/2020		57.00CR	137058	
	I-0001008961	NORTHWOOD PARK RESTROOM	R	10/21/2020		22.00CR	137058	380.00
P16285	PLUNKETT'S PEST CONTROL							
	I-6799659	SEPT 2020 PEST CONTROL SERV	R	10/21/2020		35.69CR	137059	
	I-6799660	SEPT 2020 PEST CONTROL SERV	R	10/21/2020		39.36CR	137059	
	I-6799661	SEPT 2020 PEST CONTROL SERV	R	10/21/2020		34.86CR	137059	109.91
P16413	PRECISION LANDSCAPE & TREE INC							
	I-81996	STUMP GRIND MARGARET & 5TH	R	10/21/2020		888.00CR	137060	888.00
R18010	RAMSEY COUNTY							
	I-PUBW-018809	EARLY ROAD STRIPING	R	10/21/2020		7,978.78CR	137061	
	I-RESFA-004116	SEPT 2020 PW TIPPING	R	10/21/2020		633.20CR	137061	
	I-RESFA-004130	SEPT 2020 RESIDENTIAL TIPPING	R	10/21/2020		25,459.36CR	137061	34,071.34
R18030	RDO EQUIPMENT COMPANY							
	I-P8243801	508 QUICK ATTACH CYLINDER	R	10/21/2020		685.72CR	137062	685.72
R18135	ROC INC							
	I-78143	OCT CLEANING SERVICE LIBRARY	R	10/21/2020		880.00CR	137063	880.00
R18170	CITY OF ROSEVILLE							
	I-0229456	Oct 2020 IT SUPPORT SERVICES	R	10/21/2020		18,591.00CR	137064	18,591.00
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN3090303	OFFICE SUPPLIES	R	10/21/2020		117.34CR	137065	
	I-IN3094365	OFFICE SUPPLIES	R	10/21/2020		216.03CR	137065	
	I-IN3097311	OFFICE SUPPLIES	R	10/21/2020		183.36CR	137065	516.73

PACKET: 04670 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
S19106	SITE ONE LANDSCAPE SUPPLY							
	C-103731408-001	IRRIGATION PARTS RETURN	R	10/21/2020		110.31	137066	
	I-101043860-001	IRRIGATION HEADS MCKNIGHT FLD	R	10/21/2020		108.05CR	137066	
	I-103697552-001	IRRIGATION PARTS & SUPPLIES	R	10/21/2020		3,856.63CR	137066	
	I-103756057-001	IRRIGATION PARTS & SUPPLIES	R	10/21/2020		175.79CR	137066	
	I-103773591-001	IRRIGATION PARTS & SUPPLIES	R	10/21/2020		68.77CR	137066	
	I-103775419-001	IRRIGATION PARTS & SUPPLIES	R	10/21/2020		210.06CR	137066	
	I-103775688-001	IRRIGATION PARTS & SUPPLIES	R	10/21/2020		5.97CR	137066	
	I-103874227-001	IRRIGATION PARTS & SUPPLIES	R	10/21/2020		118.35CR	137066	
	I-103926199-001	IRRIGATION PARTS & SUPPLIES	R	10/21/2020		168.31CR	137066	4,601.62
S19178	SHERWIN-WILLIAMS							
	I-6383-9	PAINT FOR ROTARY BLDG	R	10/21/2020		299.64CR	137067	299.64
S19233	SPECTACULAR CLEANING LLC							
	I-080	SEPT CASEY LK CLEANING SERV	R	10/21/2020		860.00CR	137068	
	I-081	SEPT SILVER LK CLEANING SERV	R	10/21/2020		760.00CR	137068	
	I-082	SEPT MCKNIGHT FLD CLEANING	R	10/21/2020		480.00CR	137068	
	I-083	AUG HAUSE PK EVENT CLEANING	R	10/21/2020		350.00CR	137068	
	I-084	OCT CLEANING CASEY LK PK BLDG	R	10/21/2020		860.00CR	137068	
	I-085	OCT JANITORIAL SERV SILVER LK	R	10/21/2020		760.00CR	137068	
	I-086	OCT CLEANING MCKNIGHT FLD	R	10/21/2020		480.00CR	137068	
	I-087	SEPT EVENT CLEANING HAUSE PK	R	10/21/2020		300.00CR	137068	4,850.00
S19409	STAR TRIBUNE							
	I-I00368582-09202020	PC PUBLIC HEARING 2487 19TH	R	10/21/2020		83.84CR	137069	83.84
S19431	STEER UNDERGROUND							
	I-1514	BORING SERVICES	R	10/21/2020		10,597.00CR	137070	10,597.00
T19150	T A SCHIFSKY & SONS INC							
	I-66517	YARD PURCHASES 9/13-9/19	R	10/21/2020		865.52CR	137071	
	I-PAYVOUCHER#6	2020 ST & UTILITY IMPRVNT PRJT	R	10/21/2020		590,599.89CR	137071	591,465.41
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5011982626	OCT 2020 COPIER LEASE	R	10/21/2020		214.45CR	137072	
	I-5011982629	OCT 2020 COPIER LEASE	R	10/21/2020		538.60CR	137072	753.05
T20161	THOMPSON REUTERS - WEST							
	I-0843123386	SEP INVESTIGATIVE SUITE	R	10/21/2020		208.32CR	137073	208.32
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M25920	9/15 CC SECRETARIAL SERVICES	R	10/21/2020		184.00CR	137074	184.00

PACKET: 04670 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
T20215	TOKLE INSPECTIONS INC							
	I-202010146238	SEP 2020 ELECTRIC INSPECTIONS	R	10/21/2020		1,036.00CR	137075	1,036.00
T20461	TWIN CITY HARDWARE							
	I-PSI0115569	DOOR LOCKS & SWEEPS	R	10/21/2020		85.29CR	137076	
	I-PSI0118092	WOMEN/MEN HANDICAP SIGNS	R	10/21/2020		20.30CR	137076	105.59
T20469	TWIN CITY SAW & SERVICE							
	I-A24193	CHAINSAW CHAINS	R	10/21/2020		86.87CR	137077	86.87
T20470	TWIN CITY WATER CLINIC INC							
	I-15091	AUG 2020 WATER SAMPLES	R	10/21/2020		256.00CR	137078	
	I-15233	SEPT 2020 WATER SAMPLES	R	10/21/2020		256.00CR	137078	512.00
T20485	TYLER TECHNOLOGIES							
	I-025-309829	Q3 2020 INSITE TRANSACTION FEE	R	10/21/2020		7,306.50CR	137079	
	I-025-310182	Q3 2020 UB NOTIFICATION FEES	R	10/21/2020		393.50CR	137079	7,700.00
U21098	GALLS, LLC							
	I-016517904	STINGER LED	R	10/21/2020		116.55CR	137080	116.55
U21218	U S BANK							
	I-5877386	2018A PAYING AGENT FEES	R	10/21/2020		500.00CR	137081	500.00
V22049	VEIT DISPOSAL SYSTEMS							
	I-T10000023093	CONSTRUCTION DEBRIS	R	10/21/2020		115.28CR	137082	115.28
W23320	WOODBURY MN UMPIRES ASSOC LLC							
	I-202010026203	AUG 2020 UMPIRE BILLING	R	10/21/2020		696.00CR	137083	696.00

PACKET: 04670 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-202010156247	SEPT 2020 CREDIT CARD SERVICE	D	10/05/2020		13,052.58CR	000875	13,052.58
M13237	MN DEPT OF LABOR & INDUSTRY							
	I-202010146239	QTRLY BLDG PERMIT SURCHARGE	D	10/14/2020		6,351.54CR	000876	6,351.54
V22055	VANCO E-SERVICES							
	I-00010967393	SEPT GATEWAY EXCHANGE SERV	D	10/15/2020		133.50CR	000879	133.50
M13248	MN DEPT OF REVENUE							
	I-202010156245	SEPT 2020 SALES & USE TAX	D	10/20/2020		55,053.00CR	000877	55,053.00
M13300	M M P A - C/O AVANT ENERGY							
	I-3342	SEPT 2020 POWER BILLING	D	10/20/2020		429,079.30CR	000878	429,079.30

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	68	0.00	1,130,481.35	1,130,481.35
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	0.00	503,669.92	503,669.92
VOID CHECKS:	2	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:	75	0.00	1,634,151.27	1,634,151.27

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04670 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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	10/2020	54,855.52CR
002	10/2020	915.69CR
048	10/2020	57,151.14CR
049	10/2020	289,170.55CR
050	10/2020	512,811.63CR
052	10/2020	154,640.36CR
053	10/2020	34,486.44CR
063	10/2020	300.00CR
095	10/2020	18,591.00CR
096	10/2020	38,219.00CR
097	10/2020	47,957.74CR
098	10/2020	64.82CR
099	10/2020	5,211.88CR
210	10/2020	877.50CR
211	10/2020	33.00CR
309	10/2020	250.00CR
450	10/2020	418,615.00CR
ALL		1,634,151.27CR

NORTH
ST.PAUL
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: October 20, 2020
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

A/P Check Register	137084	$	186.38
	Total		$186.38

Approved this 20th day of October, 2020

/s/ Terrence J. Furlong, Mayor by Consent Resolution
/s/ Scott A. Duddeck, City Manager/Clerk by Consent Resolution

PACKET: 04673 HRA
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M13109	MENARDS-MAPLEWOOD							
	I-61154	2198 2ND BLDG SUPPLIES	R	10/21/2020		186.38CR	137084	186.38

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	186.38	186.38
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	186.38	186.38

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

October 20, 2020

Mr. Scott Duddeck
City Manager
City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109

Re: Construction Pay Voucher No. 6
2020 Street and Utility Improvement Project
City Project No. S.A.D. 20-01
S.A.P. 151-250-003 / 151-263-005 / 151-247-008
City of North St. Paul, MN
WSB Project No. 014391-000

Dear Mr. Duddeck:

Please find enclosed Construction Pay Voucher No. 6 (in triplicate) in the amount of $590,599.89 for the above-referenced project. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of North St. Paul approve Construction Pay Voucher No. 6 in the amount of $590,599.89 for T.A. Schifsky & Sons, Inc.

Once processed, please keep one copy for your records and return two copies to our office, one for the contractor and one for our files.

If you have any questions, please contact me at 763.512.5243. Thank you.

Sincerely,

WSB

Brad A. Reifsteck, PE
Sr. Project Manager

Attachments

cc: Morgan Dawley, WSB

srb

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

2020 Street and Utility Improvement Project

Pay Voucher 6

Client: City of North St. Paul 2400 Margaret Street North St Paul, MN 55109-3003	**Contractor:** T. A. Schifsky & Sons, Inc. 2370 East Hwy. 36 North St. Paul, MN 55109

WSB Project No.: 014391-000
Client Project No.: City Project No. S.A.D. 20-01
State Project No.: S.A.P. 151-250-003/151-263-005/151-247-008
Federal Project No.:

Contract Amount		**Funds Encumbered**	
Original Contract	$4,256,376.67	Original	$4,256,376.67
Contract Changes	$0.00	Additional	N/A
Revised Contract	$4,256,376.67	Total	$4,256,376.67

Work Certified To Date	
Base Bid Items	$3,373,678.58
Contract Changes	$0.00
Material On Hand	$0.00
Total	$3,373,678.58

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
$621,684.10	$3,373,678.58	$168,683.93	$2,614,394.76	$590,599.89	$3,204,994.65
		Percent Retained: 5%			Percent Complete: 79.26%

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By WSB

Project Engineer

October 12, 2020
Date

Approved By T. A. Schifsky & Sons, Inc.

Jonathan Hager
Contractor

10/12/2020
Date

Approved By City of North St. Paul

Name

Date

Payment Summary				
No.	**Up Through Date**	**Work Certified Per Voucher**	**Amount Retained Per Voucher**	**Amount Paid Per Voucher**
1	05/04/20	$545,658.25	$27,282.91	$518,375.34
2	05/31/20	$326,785.40	$16,339.27	$310,446.13
3	07/08/20	$303,756.65	$15,187.84	$288,568.81
4	07/31/20	$719,495.60	$35,974.78	$683,520.82
5	09/04/20	$856,298.58	$42,814.92	$813,483.66
6	10/12/20	$621,684.10	$31,084.21	$590,599.89

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Sanitary Local	$190,289.25	$9,514.46	$179,634.79	$1,140.00	$180,774.79
Storm 151-247-008	$164,640.00	$8,232.00	$156,408.00	$0.00	$156,408.00
Storm 151-250-003	$189,444.00	$9,472.20	$151,202.95	$28,768.85	$179,971.80
Storm 151-263-005	$209,221.50	$10,461.08	$194,247.92	$4,512.50	$198,760.42
Storm Local	$411,912.00	$20,595.60	$279,453.90	$111,862.50	$391,316.40
Surface 151-247-008	$108,625.85	$5,431.29	$102,672.06	$522.50	$103,194.56
Surface 151-250-003	$300,649.40	$15,032.47	$280,191.48	$5,425.45	$285,616.93
Surface 151-263-005	$961,853.90	$48,092.70	$530,228.15	$383,533.05	$913,761.20
Surface Local	$148,885.48	$7,444.27	$116,800.77	$24,640.44	$141,441.21
Water Local	$688,157.20	$34,407.86	$623,554.73	$30,194.61	$653,749.34

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
048	Local Water	$30,194.61			$653,749.34
049	Local Sanitary Sewer	$1,140.00			$180,774.79
052	Local Storm Sewer	$145,143.85			$926,456.62
450	Local Roadway	$414,121.44			$1,444,013.90

Contract Item Status									
Line No.	**Item**	**Description**	**Units**	**Unit Price**	**Contract Quantity**	**Quantity This Voucher**	**Amount This Voucher**	**Quantity To Date**	**Amount To Date**
1	2021.501	MOBILIZATION	LS	$291,000.00	1	0	$0.00	0.75	$218,250.00
2	2101.505	CLEARING	ACRE	$25,000.00	0.2	0	$0.00	0.2	$5,000.00
3	2101.505	GRUBBING	ACRE	$25,000.00	0.2	0	$0.00	0.2	$5,000.00
4	2101.524	CLEARING	TREE	$300.00	51	0	$0.00	34	$10,200.00
5	2101.524	GRUBBING	TREE	$250.00	36	0	$0.00	36	$9,000.00
6	2102.503	PAVEMENT MARKING REMOVAL	L F	$1.00	500	0	$0.00	0	$0.00
7	2104.502	REMOVE CONCRETE STEPS	EACH	$150.00	23	7	$1,050.00	27	$4,050.00
8	2104.502	REMOVE WOOD STEP	EACH	$150.00	7	0	$0.00	3	$450.00
9	2104.502	REMOVE MANHOLE	EACH	$750.00	15	0	$0.00	15	$11,250.00
10	2104.502	REMOVE CASTING	EACH	$225.00	21	0	$0.00	0	$0.00

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
11	2104.502	REMOVE GATE VALVE & BOX	EACH	$315.00	9	0	$0.00	13	$4,095.00
12	2104.502	REMOVE CURB STOP & BOX	EACH	$80.00	26	0	$0.00	26	$2,080.00
13	2104.502	REMOVE HYDRANT	EACH	$735.00	5	0	$0.00	5	$3,675.00
14	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	$525.00	22	0	$0.00	22	$11,550.00
15	2104.502	REMOVE SIGN	EACH	$50.00	28	18	$900.00	23	$1,150.00
16	2104.502	REMOVE LIGHT FOUNDATION	EACH	$500.00	9	0	$0.00	9	$4,500.00
17	2104.502	REMOVE MAIL BOX SUPPORT	EACH	$100.00	2	0	$0.00	2	$200.00
18	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	$50.00	6	0	$0.00	0	$0.00
19	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	$75.00	2	2	$150.00	2	$150.00
20	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	$3.00	240	22	$66.00	221	$663.00
21	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$3.00	750	169	$507.00	725	$2,175.00
22	2104.503	REMOVE WATER MAIN	L F	$2.00	1605	0	$0.00	1721	$3,442.00
23	2104.503	REMOVE SEWER PIPE (STORM)	L F	$10.00	1565	20	$200.00	1486	$14,860.00
24	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	$2.00	825	0	$0.00	713	$1,426.00
25	2104.503	REMOVE CURB & GUTTER	L F	$4.00	3505	70	$280.00	3222	$12,888.00
26	2104.503	REMOVE RETAINING WALL	L F	$12.00	90	0	$0.00	40	$480.00
27	2104.503	REMOVE FENCE	L F	$12.00	415	0	$0.00	124	$1,488.00
28	2104.503	REMOVE SANITARY SERVICE PIPE	L F	$2.00	180	0	$0.00	69	$138.00
29	2104.503	REMOVE WATER SERVICE PIPE	L F	$1.00	2135	0	$0.00	277	$277.00
30	2104.503	REMOVE BOX CULVERT	L F	$40.00	85	0	$0.00	65	$2,600.00
31	2104.503	SALVAGE FENCE	L F	$13.00	140	0	$0.00	138	$1,794.00
32	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	$10.00	450	26.5	$265.00	645.5	$6,455.00
33	2104.504	REMOVE CONCRETE PAVEMENT	S Y	$11.50	6237	0	$0.00	4374.5	$50,306.75
34	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	$6.00	1608	0	$0.00	278.5	$1,671.00

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
35	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$1.00	10681	86.5	$86.50	7697	$7,697.00
36	2104.518	REMOVE BITUMINOUS WALK	S F	$9.00	45	0	$0.00	0	$0.00
37	2104.518	REMOVE CONCRETE WALK	S F	$1.10	8350	0	$0.00	9095	$10,004.50
38	2104.603	ABANDON STORM SEWER	L F	$11.00	780	0	$0.00	592	$6,512.00
39	2104.603	ABANDON WATER MAIN	L F	$6.20	2400	0	$0.00	1350	$8,370.00
40	2104.603	MILL BIT SURFACE - LONGITUDINAL TRENCH	L F	$4.00	2556	0	$0.00	0	$0.00
41	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	$1.50	19971	1222	$1,833.00	15249	$22,873.50
42	2105.604	60 MIL POLYETHYLENE LINER	S Y	$8.50	1450	0	$0.00	0	$0.00
43	2106.507	EXCAVATION - COMMON (P)	C Y	$19.00	6986	1017	$19,323.00	7643	$145,217.00
44	2106.507	EXCAVATION - SUBGRADE (P)	C Y	$19.00	7126	248	$4,712.00	7642	$145,198.00
45	2106.507	EXCAVATION - CHANNEL AND POND (P)	C Y	$25.00	5300	0	$0.00	5300	$132,500.00
46	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$26.00	7126	160	$4,160.00	7331	$190,606.00
47	2112.519	SUBGRADE PREPARATION	RDST	$300.00	63	0	$0.00	4	$1,200.00
48	2118.509	AGGREGATE SURFACING CLASS 2	TON	$100.00	10	0	$0.00	0	$0.00
49	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	$165.00	20	6.5	$1,072.50	55.5	$9,157.50
50	2123.610	UTILITY CREW	HOUR	$800.00	72	37.386	$29,908.80	154.40525	$123,524.20
51	2130.523	WATER	MGAL	$35.00	118	0	$0.00	10	$350.00
52	2211.509	AGGREGATE BASE CLASS 5 (P)	TON	$14.00	9860	327	$4,578.00	10447.5	$146,265.00
53	2215.504	FULL DEPTH RECLAMATION	S Y	$4.00	1000	0	$0.00	0	$0.00
54	2231.604	BITUMINOUS PATCH SPECIAL	S Y	$35.00	414	162	$5,670.00	395	$13,825.00
55	2232.504	MILL BITUMINOUS SURFACE	S Y	$4.00	1200	0	$0.00	0	$0.00
56	2301.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	$25.00	72	0	$0.00	0	$0.00
57	2331.603	JOINT ADHESIVE	L F	$1.20	1856	0	$0.00	0	$0.00
58	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	$0.01	997	550	$5.50	760	$7.60

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
59	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;B) 3.0" THICK	S Y	$30.00	1630	66.66	$1,999.80	107.16	$3,214.80
60	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;B)	TON	$80.00	640	0	$0.00	78.16	$6,252.80
61	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;B)	TON	$80.00	1330	0	$0.00	124.81	$9,984.80
62	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;B)	TON	$78.00	1340	968	$75,504.00	1437.46	$112,121.88
63	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;B)	TON	$75.00	2650	982	$73,650.00	1478.7	$110,902.50
64	2411.603	CONCRETE STEPS-DESIGN SPECIAL	L F	$150.00	10	0	$0.00	0	$0.00
65	2411.618	MODULAR BLOCK RETAINING WALL	S F	$40.00	340	0	$0.00	0	$0.00
66	2451.507	COARSE FILTER AGGREGATE (LV)	C Y	$100.00	10	0	$0.00	0	$0.00
67	2501.502	12" RC PIPE APRON	EACH	$1,650.00	2	0	$0.00	4	$6,600.00
68	2501.602	TRASH GUARD FOR 12" PIPE APRON	EACH	$850.00	2	0	$0.00	4	$3,400.00
69	2502.503	2" PVC PIPE DRAIN	L F	$50.00	30	0	$0.00	0	$0.00
70	2502.503	6" PE PIPE DRAIN	L F	$25.00	500	0	$0.00	0	$0.00
71	2502.503	4" PERF PVC PIPE DRAIN	L F	$25.00	4348	0	$0.00	3542	$88,550.00
72	2502.601	DRAINAGE SYSTEM	LS	$140,000.00	1	0.74	$103,600.00	0.84	$117,600.00
73	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	$350.00	38	1	$350.00	29	$10,150.00
74	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	$450.00	6	0	$0.00	0	$0.00
75	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	$50.00	648	12	$600.00	642	$32,100.00
76	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	$57.00	1844	0	$0.00	2047	$116,679.00
77	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	$80.00	323	39	$3,120.00	323	$25,840.00
78	2503.503	21" RC PIPE SEWER DES 3006 CL III	L F	$92.00	394	0	$0.00	394	$36,248.00
79	2503.602	CONSTRUCT BULKHEAD	EACH	$450.00	8	0	$0.00	12	$5,400.00
80	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	$930.00	17	0	$0.00	19	$17,670.00
81	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	$1,100.00	5	0	$0.00	11	$12,100.00

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
82	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	$325.00	15	0	$0.00	13	$4,225.00
83	2503.602	8"X4" PVC WYE	EACH	$400.00	11	0	$0.00	11	$4,400.00
84	2503.602	TELEVISE SANITARY SEWER SERVICE	EACH	$300.00	4	4	$1,200.00	4	$1,200.00
85	2503.602	LINING SEWER PIPE LATERAL	EACH	$3,700.00	4	0	$0.00	0	$0.00
86	2503.603	4" PVC PIPE SEWER	L F	$85.00	55	0	$0.00	101	$8,585.00
87	2503.603	8" PVC PIPE SEWER	L F	$75.00	703	0	$0.00	723	$54,225.00
88	2503.603	LINING SEWER PIPE 8"	L F	$35.00	1488	0	$0.00	0	$0.00
89	2503.603	12" HDPE PIPE SEWER	L F	$32.00	125	0	$0.00	123	$3,936.00
90	2503.603	LINING SEWER PIPE LATERAL	L F	$50.00	40	0	$0.00	0	$0.00
91	2503.603	TELEVISE SANITARY SEWER	L F	$3.10	1406	0	$0.00	0	$0.00
92	2504.601	TEMPORARY WATER SERVICE	LS	$10,000.00	1	0	$0.00	1	$10,000.00
93	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$2,000.00	10	0	$0.00	14	$28,000.00
94	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	$520.00	24	0	$0.00	25	$13,000.00
95	2504.602	HYDRANT	EACH	$6,600.00	6	0	$0.00	6	$39,600.00
96	2504.602	ADJUST GATE VALVE & BOX	EACH	$375.00	19	5	$1,875.00	10	$3,750.00
97	2504.602	1" CORPORATION STOP	EACH	$535.00	24	0	$0.00	26	$13,910.00
98	2504.602	2" CORPORATION STOP	EACH	$1,250.00	1	0	$0.00	2	$2,500.00
99	2504.602	6" GATE VALVE & BOX	EACH	$1,900.00	6	0	$0.00	10	$19,000.00
100	2504.602	8" GATE VALVE & BOX	EACH	$2,500.00	13	0	$0.00	11	$27,500.00
101	2504.602	10" GATE VALVE & BOX	EACH	$3,500.00	1	0	$0.00	2	$7,000.00
102	2504.602	12" GATE VALVE & BOX	EACH	$4,000.00	2	0	$0.00	8	$32,000.00
103	2504.602	1" CURB STOP & BOX	EACH	$650.00	24	0	$0.00	26	$16,900.00
104	2504.602	2" CURB STOP & BOX	EACH	$1,450.00	1	0	$0.00	2	$2,900.00
105	2504.602	LOWER WATERMAIN	EACH	$7,200.00	3	0	$0.00	3	$21,600.00

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
106	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	$65.00	130	0	$0.00	143	$9,295.00
107	2504.603	6" PVC WATERMAIN	L F	$50.00	81	0	$0.00	107	$5,350.00
108	2504.603	8" PVC WATERMAIN	L F	$60.00	867	0	$0.00	1174	$70,440.00
109	2504.603	8" PVC WATERMAIN (DIRECTIONAL DRILLED)	L F	$60.00	1555	0	$0.00	1251	$75,060.00
110	2504.603	10" PVC WATERMAIN	L F	$75.00	122	0	$0.00	131	$9,825.00
111	2504.603	12" PVC WATERMAIN	L F	$75.00	394	0	$0.00	389	$29,175.00
112	2504.603	1" HDPE WATER SERVICE PIPE	L F	$30.00	764	0	$0.00	1003	$30,090.00
113	2504.603	2" HDPE WATER SERVICE PIPE	L F	$40.00	13	0	$0.00	50	$2,000.00
114	2504.604	4" POLYSTYRENE INSULATION	S Y	$40.00	21	0	$0.00	8.85	$354.00
115	2504.608	DUCTILE IRON FITTINGS	LB	$10.00	3078	0	$0.00	4207	$42,070.00
116	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	$2,500.00	8	0	$0.00	0	$0.00
117	2506.502	CASTING ASSEMBLY	EACH	$950.00	55	22	$20,900.00	40	$38,000.00
118	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	$450.00	156	23.14	$10,413.00	203.34	$91,503.00
119	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	$550.00	10.1	0	$0.00	8.81	$4,845.50
120	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	$950.00	5.4	0	$0.00	5.2	$4,940.00
121	2506.602	ADJUST FRAME & RING CASTING	EACH	$850.00	29	16	$13,600.00	16	$13,600.00
122	2506.602	SEAL MANHOLE	EACH	$1,200.00	1	0	$0.00	0	$0.00
123	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	$1,900.00	21	0	$0.00	21	$39,900.00
124	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	$4,700.00	1	0	$0.00	1	$4,700.00
125	2506.602	CHIMNEY SEALS	EACH	$300.00	55	0	$0.00	0	$0.00
126	2506.603	CONSTRUCT 8" OUTSIDE DROP	L F	$90.00	8	0	$0.00	8	$720.00
127	2506.603	CONSTRUCT 48" DIA SAN MANHOLE	L F	$615.00	82.3	0	$0.00	84.35	$51,875.25
128	2511.507	RANDOM RIPRAP CLASS III	C Y	$210.00	10	0	$0.00	0	$0.00

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
129	2511.507	GRANULAR FILTER	C Y	$150.00	5	0	$0.00	0	$0.00
130	2521.518	4" CONCRETE WALK	S F	$7.50	524	222	$1,665.00	222	$1,665.00
131	2521.518	6" CONCRETE WALK	S F	$6.50	19690	12436	$80,834.00	12436	$80,834.00
132	2521.518	3" BITUMINOUS WALK	S F	$3.50	1810	0	$0.00	0	$0.00
133	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	$15.00	4985	2558	$38,370.00	4927.8	$73,917.00
134	2531.503	CONCRETE CURB & GUTTER DESIGN S518 (MOD)	L F	$18.50	1050	936	$17,316.00	936	$17,316.00
135	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$75.00	375	246	$18,450.00	567	$42,525.00
136	2531.618	TRUNCATED DOMES	S F	$50.00	175	64	$3,200.00	64	$3,200.00
137	2535.503	BITUMINOUS CURB	L F	$12.00	900	0	$0.00	0	$0.00
138	2540.602	INSTALL MAIL BOX SUPPORT	EACH	$125.00	2	0	$0.00	0	$0.00
139	2540.602	MAIL BOX	EACH	$75.00	2	0	$0.00	0	$0.00
140	2540.602	MAIL BOX (TEMPORARY)	EACH	$100.00	2	0	$0.00	0	$0.00
141	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	$900.00	2	2	$1,800.00	2	$1,800.00
142	2545.502	LIGHT FOUNDATION DESIGN P MOD	EACH	$900.00	19	10	$9,000.00	13	$11,700.00
143	2545.502	SERVICE CABINET	EACH	$6,500.00	1	0	$0.00	0	$0.00
144	2545.502	SERVICE EQUIPMENT	EACH	$1,000.00	1	0	$0.00	0	$0.00
145	2545.502	EQUIPMENT PAD	EACH	$1,000.00	1	0	$0.00	0	$0.00
146	2545.502	HANDHOLE	EACH	$650.00	21	19	$12,350.00	22	$14,300.00
147	2545.503	2" NON-METALLIC CONDUIT	L F	$5.00	7200	7000	$35,000.00	7500	$37,500.00
148	2545.503	6" NON METALLIC CONDUIT	L F	$30.00	180	496	$14,880.00	1174	$35,220.00
149	2557.603	INSTALL FENCE	L F	$23.00	140	0	$0.00	0	$0.00
150	2563.601	TRAFFIC CONTROL	LS	$170,000.00	1	0	$0.00	0.75	$127,500.00
151	2564.502	OBJECT MARKER TYPE X4-2	EACH	$50.00	10	0	$0.00	0	$0.00
152	2564.518	SIGN PANELS TYPE C	S F	$55.00	156	0	$0.00	0	$0.00

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
153	2564.518	SIGN PANELS TYPE SPECIAL	S F	$55.00	18	0	$0.00	0	$0.00
154	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	$100.00	6	0	$0.00	0	$0.00
155	2571.524	CONIFEROUS TREE 6' HT B&B	TREE	$650.00	10	0	$0.00	0	$0.00
156	2571.524	DECIDUOUS TREE 2" CAL B&B	TREE	$650.00	17	0	$0.00	0	$0.00
157	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	$650.00	50	0	$0.00	0	$0.00
158	2571.525	DECIDUOUS SHRUB NO 2 CONT	SHRB	$60.00	100	0	$0.00	0	$0.00
159	2571.525	DECIDUOUS SHRUB NO 5 CONT	SHRB	$70.00	193	0	$0.00	0	$0.00
160	2571.527	PERENNIAL NO 1 CONT	PLT	$25.00	900	0	$0.00	0	$0.00
161	2572.510	PRUNE TREES	HOUR	$350.00	3	0	$0.00	0	$0.00
162	2573.501	STABILIZED CONSTRUCTION EXIT	LS	$3,500.00	1	0.75	$2,625.00	0.75	$2,625.00
163	2573.502	STORM DRAIN INLET PROTECTION	EACH	$125.00	54	11	$1,375.00	51	$6,375.00
164	2573.503	SILT FENCE; TYPE MS	L F	$3.00	1000	0	$0.00	0	$0.00
165	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	$3.00	7432	0	$0.00	2201	$6,603.00
166	2574.507	COMMON TOPSOIL BORROW	C Y	$30.00	1104	108	$3,240.00	108	$3,240.00
167	2574.507	COMPOST GRADE 2	C Y	$50.00	750	0	$0.00	0	$0.00
168	2575.504	SODDING TYPE LAWN	S Y	$5.00	9050	0	$0.00	0	$0.00
169	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$3.50	2100	0	$0.00	0	$0.00
170	2575.504	RAPID STABILIZATION METHOD 4	S Y	$4.00	322	0	$0.00	0	$0.00
171	2575.505	SEEDING	ACRE	$1,800.00	1.8	0	$0.00	0	$0.00
172	2575.507	MULCH MATERIAL TYPE 6	C Y	$85.00	40	0	$0.00	0	$0.00
173	2575.508	SEED MIXTURE 33-261	LB	$35.00	63	0	$0.00	0	$0.00
174	2575.508	HYDRAULIC MULCH MATRIX	LB	$2.10	3740	0	$0.00	0	$0.00
175	2575.523	WATER	MGAL	$10.00	250	0	$0.00	0	$0.00
176	2582.503	4" SOLID LINE PAINT	L F	$1.00	315	0	$0.00	0	$0.00

Contract Item Status

Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
177	2582.503	4" DBLE SOLID LINE PAINT	L F	$1.60	105	0	$0.00	0	$0.00
178	2582.503	4" SOLID LINE MULTI COMP GR IN	L F	$1.00	3760	0	$0.00	0	$0.00
179	2582.503	24" SOLID LINE MULTI COMP GR IN	L F	$16.00	56	0	$0.00	0	$0.00
180	2582.503	4" BROKEN LINE MULTI COMP GR IN	L F	$0.80	263	0	$0.00	0	$0.00
181	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	L F	$2.20	2110	0	$0.00	0	$0.00
182	2582.518	PAVT MSSG PREF THERMO GR IN	S F	$22.00	201	0	$0.00	0	$0.00
183	2582.518	CROSSWALK PREF THERMO GR IN	S F	$15.00	840	0	$0.00	0	$0.00
184	2504.601	IRRIGATION SYSTEM	LS	$25,000.00	1	0	$0.00	0	$0.00
185	2575.501	TURF ESTABLISHMENT	LS	$20,000.00	1	0	$0.00	0	$0.00
Bid Totals:							**$621,684.10**		**$3,373,678.58**

Project Category Totals

Category	Amount This Voucher	Amount To Date
Schedule A: Base Bid	$621,684.10	$3,373,678.58
Schedule B: Irrigation System & Turf Establishment	$0.00	$0.00

Contract Change Item Status

CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
Contract Change Totals:									**$**		**$**

Contract Change Totals

No.	Contract Change	Description	Amount This Voucher	Amount To Date

Material On Hand Additions

Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance

Line No.	Item	Description	Date	Added	Used	Remaining

Agenda Information Memorandum
North St. Paul City Council
October 20, 2020

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent

Subject: 2021 Score Grant Fund Application Approval

To: Honorable Mayor and City Council

Background/Facts:

- Since 1992, SCORE funding grants have been provided to municipalities in Ramsey County. These grants are provided to a municipality pursuant to an agreement between the County and a municipality following an application process.
- The amount of SCORE funds for each city in Ramsey County is determined on a per capita basis. The City's estimated 2021 SCORE Grant fund amount is $29,315.00.
- Staff proposes to use the 2021 SCORE Grant funds to create literature and distribute it to residents through promotional activities, such as City-wide events, to push recycling, waste/toxicity reduction, using recycled products, composting, and proper disposal of household hazardous waste, City clean-ups and other waste related issues.
- These are eligible expenses under the SCORE Grant program.

Recommendation: It is recommended the City Council approve the submittal of the 2021 SCORE Fund Grant application.

Attachments:
Resolution approving the City's 2021 SCORE grant application.

Respectfully submitted,

Olivia Boerschinger
Community Development
Recycling Coordinator

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-XXX
Consent Agenda

RESOLUTION APPROVING THE
2021 SCORE FUNDING GRANT APPLICATION

WHEREAS, since 1992, SCORE funding grants have been provided to municipalities in Ramsey County and these grants are provided to a municipality pursuant to an agreement between the County and a municipality following an application process; and,

WHEREAS, Ramsey County provides SCORE Grant Funds which are capped for each municipality and are calculated on a per capita basis; and,

WHEREAS, the estimated 2021 amount for North St. Paul is $29,315.00; and,

WHEREAS, the City of North Saint Paul ("City") uses its SCORE grant funds to educate and provide assistance to its citizens on waste issues; and,

WHEREAS, City Staff proposes to use the 2021 SCORE Grant funds to do the following:

- create literature and distribute it to residents through promotional activities, such as City wide events
- encourage recycling and composting
- reduce waste/toxicity by using recycled products
- proper disposal of household hazardous waste
- assist with City clean-ups and other waste-related issues
- update communications regarding recycling
- implement a multi-family recycling education plan

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA that the City's application for the 2021 SCORE Grant funding is hereby approved and shall be submitted to Ramsey County.

ADOPTED this 20th day of October, 2020.

Motion by Council Member Walczak
Second by Council Member Sonnek

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

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held on the 20th day of October, 2020.

_____
Jennie Kloos, Deputy Clerk

/s/ Terrence J. Furlong, Mayor

Attest: /s/ Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council
October 20, 2020

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Consent

Subject: Application for a Minnesota Lawful Gambling Premises Permit to conduct lawful gambling at Neumann's Bar & Grille.

To: Honorable Mayor and City Council

Background/Facts:

- Minnesota Lawful Gambling to be conducted by Merrick, Inc. at Neumann's Bar & Grille.
- Merrick, Inc. is a registered non-profit organization, licensed by the State of Minnesota to conduct Lawful Gambling.
- Merrick, Inc. has previously been granted Lawful Gambling Permits in the State of Minnesota.

Recommendation: It is recommended the City Council approve the application for a Premises Permit to conduct Lawful Gambling submitted by Merrick, Inc.

Attachments:
Resolution

Items reviewed by Police Chief Lauth:
City Charitable Gambling Permit No. 2020-009.
Minnesota Lawful Gambling LG214 Premises Permit Application.
Minnesota Lawful Gambling LG215 Lease for Lawful Gambling Activity.
Tennessen Warning & Consent for Criminal Background/Records Check.

Respectfully submitted,

Tom Lauth
Chief of Police

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck
City Manager

CITY OF NORTH ST. PAUL
Consent Agenda

RESOLUTION NO. 2020-XXX

RESOLUTION APPROVING MERRICK, INC. APPLICATION TO CONDUCT MINNESOTA LAWFUL GAMBLING AT NEUMANN'S BAR & GRILLE

WHEREAS, Merrick, Inc. has submitted a Premises Permit Application to conduct Minnesota Lawful Gambling at Neumann's Bar & Grille; and,

WHEREAS, Merrick, Inc. is a registered non-profit organization and licensed by the State of Minnesota to conduct Lawful Gambling; and

WHEREAS, Merrick, Inc. has a successful history of conducting Minnesota Lawful Gambling at other locations; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, that said application is hereby approved for Merrick, Inc. to conduct Lawful Gambling at Neumann's Bar & Grille, 2531 7th Avenue, North St. Paul; and

BE IT FURTHER RESOLVED, the City sixty-day waiting period is hereby waived.

ADOPTED this 20th day of October, 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
Nays:	None
Absent:	None
Abstain:	None

_____
Terrence J. Furlong, Mayor

Attest: _____
Scott A. Duddeck, City Manager

Agenda Information Memorandum
North St. Paul City Council Workshop
October 20, 2020

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: Public Hearings

Subject: Annual Special Assessments for Unpaid Services

To: Honorable Mayor and City Council

Facts:
The fees for services provided on the attached rolls remain unpaid. The attached rolls are current as of October 13, 2020. The owners of the affected properties have until November 20, 2020 to pay the proposed assessment without penalty. Therefore the rolls are subject to change prior to certification.

Staff is requesting authorization to certify to the County Auditor's Office all unpaid fees related to the following:

- Services provided for water, waste water, surface water, recycling, street lights, fiber optic, and solid waste, both in North St. Paul and Maplewood;
- Nuisance abatements which include sidewalk snow and ice removal, property cleanup/rubbish removal, weed elimination, building board up, building demolition, graffiti removal and diseased tree removal.

Fees that remain unpaid 30 days after this public hearing will be assessed to the taxes of the property affected. This would be a one (1) year assessment with a 6% interest rate for solid waste and 10% (ten percent) interest rate for all other fees.

Recommendation: It is recommended the City Council adopt the Resolutions authorizing the City of North St. Paul to certify to the County Auditor's Office all unpaid fees.

Attachments
Assessment Resolution and Rolls for North St. Paul Properties
Assessment Resolution and Rolls for Maplewood Properties
Assessment Resolution and Roll for Nuisance Abatements

Respectfully submitted,

/s/ JZ by mm

Jason Zimmerman
Finance Director

APPROVED FOR AGENDA ENCLOSURE:

/s/ SD by mm

Scott A. Duddeck
City Manager

CITY OF NORTH ST. PAUL
2020 ASSESSMENTS
FOR UNPAID RECYCLING FOR MAPLEWOOD PROPERTIES
6% INTEREST

Property ID #	Service Address	Amount of Assessment	10% Interest	Balance With Interest
012922240065	2995 Bartelmy Ln	$ 80.22	$ 4.81	$ 85.03
012922240087	2383 Beam Ave	$ 21.40	$ 1.28	$ 22.68
012922230075	2384 Standridge Ave	$ 8.14	$ 0.49	$ 8.63
012922240074	2937 Chippewa Ave	$ 81.95	$ 4.92	$ 86.87
022922130013	2976 Frederick Pkwy	$ 39.69	$ 2.38	$ 42.07
022922140096	2216 Maple Lane	$ 22.03	$ 1.32	$ 23.35
022922410020	2219 Mapleview Ave	$ 50.76	$ 3.05	$ 53.81
022922420018	2091 Radatz Ave	$ 101.56	$ 6.09	$ 107.65
012922220016	2324 Gall Ave	$ 74.59	$ 4.48	$ 79.07
022922110001	3095 McKnight Rd N	$ 13.26	$ 0.80	$ 14.06
	TOTAL	**$ 493.60**	**$ 29.62**	**$ 523.22**

Publice Hearing Date: October 20, 2020
Payment can be made to the
City of North St. Paul through November 20, 2020
Unpaid balances will be certified to Ramsey County

CITY OF NORTH ST. PAUL
2020 ASSESSMENTS
FOR UNPAID WATER, WASTE WATER, AND ENVIRONMENTAL UTILITY FOR
MAPLEWOOD PROPERTIES
10% INTEREST RATE

Property ID #	Service Address	Amount of Assessment	10% Interest	Balance With Interest
022922110027	3021 Furness Ct	$ 55.25	$ 5.53	$ 60.78
012922240065	2995 Bartelmy Ln	$ 1,795.82	$ 179.58	$ 1,975.40
012922240087	2383 Beam Ave	$ 297.30	$ 29.73	$ 327.03
012922230075	2384 Standridge Ave	$ 217.06	$ 21.71	$ 238.77
012922240074	2937 Chippewa Ave	$ 593.36	$ 59.34	$ 652.70
022922130013	2976 Frederick Pkwy	$ 579.08	$ 57.91	$ 636.99
022922140096	2216 Maple Lane	$ 653.49	$ 65.35	$ 718.84
022922410020	2219 Mapleview Ave	$ 635.16	$ 63.52	$ 698.68
022922420018	2091 Radatz Ave	$ 668.36	$ 66.84	$ 735.20
012922220016	2324 Gall Ave	$ 431.91	$ 43.19	$ 475.10
022922110001	3095 McKnight Rd N	$ 310.36	$ 31.04	$ 341.40
	TOTAL	**$ 6,237.15**	**$ 623.72**	**$ 6,860.87**

Publice Hearing Date: October 20, 2020
Payment can be made to the
City of North St. Paul through November 20, 2020
Unpaid balances will be certified to Ramsey County

CITY OF NORTH ST. PAUL
2020 ASSESSMENTS
FOR UNPAID RECYCLING AND SOLID WASTE BILLS FOR NORTH ST. PAUL PROPERTIES
6% INTEREST RATE

Property ID #	Service Address	Amount of Assessment	10% Interest	Balance With Interest
122922430064	2597 South Ave E	$ 24.71	$ 1.48	$ 26.19
142922140003	2022 6th St N	$ 117.97	$ 7.08	$ 125.05
122922130004	2582 13th Ave E	$ 110.17	$ 6.61	$ 116.78
112922430023	2231 6th St N	$ 43.72	$ 2.62	$ 46.34
122922230017	2268 13th Ave E	$ 19.20	$ 1.15	$ 20.35
142922110072	2177 7TH Ave E	$ 234.41	$ 14.06	$ 248.47
122922230030	2289 12th Ave E	$ 259.92	$ 15.60	$ 275.52
122922230030	2287 12th Ave E	$ 145.69	$ 8.74	$ 154.43
122922230038	2288 12th Ave E	$ 222.55	$ 13.35	$ 235.90
132922230056	1964 McKnight Rd N	$ 205.02	$ 12.30	$ 217.32
122922130004	2582 13th Ave E	$ 110.17	$ 6.61	$ 116.78
122922230020	2288 13th Ave E	$ 8.36	$ 0.50	$ 8.86
122922430101	2503 1st Ave E	$ 11.26	$ 0.68	$ 11.94
122922230017	2268 13th Ave E	$ 7.19	$ 0.43	$ 7.62
122922110023	2701 15th Ave E	$ 13.04	$ 0.78	$ 13.82
129233340104	2653 Helen St N	$ 104.78	$ 6.29	$ 111.07
122922230045	2289 11th Ave E #3	$ 32.93	$ 1.98	$ 34.91
122922420075	2555 4th Ave E	$ 520.89	$ 31.25	$ 552.14
122922210058	2423 14th Ave E	$ 344.80	$ 20.69	$ 365.49
		$ 2,536.78	**$ 152.20**	**$ 2,688.98**

Publice Hearing Date: October 20, 2020
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CITY OF NORTH ST. PAUL
2020 ASSESSMENTS
FOR UNPAID WATER, WASTE WATER, ENVIRONMENTAL UTILITY AND STREET LIGHTS
FOR NORTH ST. PAUL PROPERTIES
10% INTEREST RATE

Property ID #	Service Address	Amount of Assessment	10% Interest	Balance With Interest
122922430064	2597 South Ave E	$ 164.55	$ 16.46	$ 181.01
142922140003	2022 6th St N	$ 347.22	$ 34.72	$ 381.94
122922130004	2582 13th Ave E	$ 371.15	$ 37.12	$ 408.27
112922430023	2231 6th St N	$ 96.09	$ 9.61	$ 105.70
122922230017	2268 13th Ave E	$ 2.02	$ 0.20	$ 2.22
142922110072	2177 7TH Ave E	$ 945.25	$ 94.53	$ 1,039.78
112922130177	2053 9th Ave E	$ 302.22	$ 30.22	$ 332.44
122922230030	2289 12th Ave E	$ 1.01	$ 0.10	$ 1.11
122922230030	2287 12th Ave E	$ 1.14	$ 0.11	$ 1.25
122922230038	2288 12th Ave E	$ 541.72	$ 54.17	$ 595.89
132922230056	1964 McKnight Rd N	$ 793.96	$ 79.40	$ 873.36
122922130004	2582 13th Ave E	$ 371.15	$ 37.12	$ 408.27
122922230020	2288 13th Ave E	$ 27.76	$ 2.78	$ 30.54
122922430101	2503 1st Ave E	$ 44.33	$ 4.43	$ 48.76
122922230017	2268 13th Ave E	$ 6.93	$ 0.69	$ 7.62
122922110023	2701 15th Ave E	$ 60.43	$ 6.04	$ 66.47
129233340104	2653 Helen St N	$ 315.81	$ 31.58	$ 347.39
122922230045	2289 11th Ave E #3	$ 4.85	$ 0.49	$ 5.34
122922420120	2503 7th Ave E	$ 2,741.75	$ 274.18	$ 3,015.93
122922420075	2555 4th Ave E	$ 1,202.43	$ 120.24	$ 1,322.67
122922210058	2423 14th Ave E	$ 883.62	$ 88.36	$ 971.98
		$ 9,225.39	**$ 922.55**	**$ 10,147.94**

Publice Hearing Date: October 20, 2020
Payment can be made to the
City of North St. Paul through November 20, 2020
Unpaid balances will be certified to Ramsey County

CITY OF NORTH ST. PAUL
2020 ASSESSMENTS
FOR UNPAID NUISANCE ABATEMENTS
10% INTEREST RATE

Property ID #	Service Address	Amount of Assessment	10% Interest	Balance With Interest
132922120069	2597 Belmont Ln E	960.00	96.00	1,056.00
122922340025	2475 2nd Ave E	959.56	95.96	1,055.52
		$1,919.56	$191.96	$2,111.52

Publice Hearing Date: October 20, 2020
Payment can be made to the
City of North St. Paul through November 20, 2020
Unpaid balances will be certified to Ramsey County

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

A RESOLUTION APPROVING ASSESSMENTS TO PROPERTIES FOR 2019-2020 NUISANCE ABATEMENTS

WHEREAS, pursuant to Minnesota Statutes, Chapters 429 and 463, the City Council ("Council") of the City of North St. Paul ("City"), has met and heard and passed upon the proposed assessments for 2019-2020 Nuisance Abatements for the properties described in the attached roll.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA:

1. Such a proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein and the lands are hereby found to be benefitted by services rendered.
2. The total cost of these services is hereby assessed to the benefited private property for said services, and the balance of the cost, none, is assumed by the City as its share.
3. Such assessment shall be payable in full, on or before the first Monday in January, 2021, and shall bear interest at the rate of ten percent per annum from the date of the adoption of this assessment resolution.
4. The owner of any property so assessed may, at any time prior to certification of the assessments to the County Department of Taxation, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the Municipal Treasurer, except that no interest shall be charged if the entire assessment or a part thereof is paid within thirty (30) days from the adoption of this Resolution.
5. The City Clerk shall forthwith transmit a certified duplicate of the assessment to the County Department of Taxation to be extended on the proper tax roll of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED this 20th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
Mayor Furlong
Nay: None
Absent: None
Abstain: None

_____

Terrence J. Furlong, Mayor

Attest

_____

Scott A. Duddeck, City Manager/Clerk

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

RESOLUTION APPROVING ASSESSMENT TO PROPERTIES FOR UNPAID WATER, WASTE WATER, ENVIRONMENTAL UTILITY AND RECYCLING FOR MAPLEWOOD PROPERTIES

WHEREAS, charges for water, waste water, environmental utility and recycling services in 2019-2020 have not been paid by the owners of those properties indicated in the attached rolls; and

WHEREAS, Minnesota Statutes Sections §429.101, §443.015, and §444.075 authorizes the City to provide for the collection of such unpaid charges as a special assessment against the benefited property; and

WHEREAS, pursuant to Minnesota Statutes Sections §429.101, §443.015, and §444.075, the Council of the City of North St. Paul has met, heard, and passed upon the proposed assessments for unpaid water, waste water, environmental utility and recycling charges for 2019-2020; and

WHEREAS, the final roll submitted to the County may differ from that approved by the City Council following payments received.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein and the lands are hereby found to be benefited by the services in the amount of the assessment.
2. The total cost of these services is hereby assessed to the benefited private property for said services, and the balance of the cost, none, is assumed by the City as its share.
3. Such assessments shall be payable in one installment to be payable on the first Monday of January 2021, and shall bear interest at the rate of ten percent (10%) per annum, six percent (6%) per annum recycling.
4. The owners of the properties were given at least thirty (30) days to pay these past due charges, but did not respond.
5. The City Clerk shall forthwith transmit a certified duplicate of the assessment to the County Department of Taxation to be extended on the proper tax roll of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED this 20th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
Mayor Furlong
Nay: None
Absent: None
Abstain: None

_____
Terrence J. Furlong, Mayor

Attest

_____
Scott A. Duddeck, City Manager/Clerk

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

RESOLUTION APPROVING ASSESSMENT TO PROPERTIES FOR UNPAID WATER, WASTE WATER, ENVIRONMENTAL UTILITY, STREET LIGHTS, SOLID WASTE AND RECYCLING FOR NORTH ST. PAUL PROPERTIES

WHEREAS, charges for water, waste water, environmental utility, street lights, solid waste and recycling services in 2019-2020 have not been paid by the owners of those properties indicated in the attached rolls; and

WHEREAS, Minnesota Statutes Sections §429.101, §443.015, and §444.075 authorizes the City to provide for the collection of such unpaid charges as a special assessment against the benefited property; and

WHEREAS, pursuant to Minnesota Statutes Sections §429.101, §443.015, and §444.075, the Council of the City of North St. Paul has met, heard, and passed upon the proposed assessments for unpaid water, waste water, environmental utility, street lights, solid waste and recycling charges for 2019-2020; and,

WHEREAS, the final roll submitted to the County may differ from that approved by the City Council following payments received.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein and the lands are hereby found to be benefited by the services in the amount of the assessment.
2. The total cost of these services is hereby assessed to the benefited private property for said services, and the balance of the cost, none, is assumed by the City as its share.
3. Such assessments shall be payable in one installment to be payable on the first Monday of January 2021, and shall bear interest at the rate of ten percent (10%) per annum, six percent (6%) per annum garbage and recycling.
4. The owners of the properties were given at least thirty (30) days to pay these past due charges, but did not respond.
5. The City Clerk shall forthwith transmit a certified duplicate of the assessment to the County Department of Taxation to be extended on the proper tax roll of the County, and such assessment shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED this 20th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
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
October 20, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Authorizing a Guaranty Agreement between the City of North St. Paul and State Housing Holdings of MN, LLC for the Senior Housing Facility located at 2710 13th Ave. and to approve a Resolution approving the Issuance of Revenue Bonds by the City of Deephaven for the same location.

To: Honorable Mayor and City Council

Background/Facts:

- The Borrower desires to finance or refinance the costs of acquisition, construction and/or improvement of an existing senior living facility, consisting of 18 units of assisted living and 14 units of memory care, located at 2710 13th Avenue East.

- Financing for the Facility is expected to be obtained through the issuance of tax-exempt revenue bonds by the City of Deephaven, Minnesota.

- The City will make its approval contingent upon a guaranty of the Borrower that the Property remain subject to property taxation until the Bonds are paid in full.
- **Recommendation:** It is recommended the City Council approve the Resolution approving the Guaranty Agreement and the Resolution approving the issuance of tax-exempt revenue bonds by the City of Deephaven, Minnesota.

ATTACHMENTS
Resolution
Guaranty Agreement
Tax-Exempt Revenue Bonds

Respectfully submitted,

Scott Duddeck
City Manager

Draft 9/28/20

GUARANTY AGREEMENT

Between

THE CITY OF NORTH ST. PAUL, MINNESOTA

And

STATE HOUSING HOLDINGS OF MINNESOTA, LLC
the sole member of which is
STATE HOUSING & COMMUNITY SERVICES CORPORATION

for a

SENIOR HOUSING FACILITY
Located at 2710 13th Avenue East

_____

Dated as of October 20, 2020

_____

This Document Was Drafted By:

DORSEY & WHITNEY LLP (GIT)
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402

CERTIFICATE

CITY OF NORTH ST. PAUL

I, the undersigned being a duly qualified and acting officer of the City of North St. Paul, Minnesota, hereby attest and certify that:

1. As such officer, I have the legal custody of the original record from which the attached resolution was transcribed.

2. I have carefully compared the attached resolution with the original record of the meeting at which the resolution was acted upon.

3. I find the attached resolution to be a true, correct and complete copy of the original:

RESOLUTION GIVING APPROVAL TO A PROPOSED HOUSING PROGRAM AND THE ISSUANCE BY THE CITY OF DEEPHAVEN, MINNESOTA OF ITS SENIOR LIVING REVENUE BONDS (STATE HOLDINGS OF MINNESOTA LLC PROJECT), SERIES 2020

4. I further certify that the affirmative vote on said resolution was _____ ayes, _____ nays, and _____ absent/abstention.

5. Said meeting was duly held, pursuant to call and notice thereof, as required by law, and a quorum was present.

WITNESS my hand officially as such officer this _____ day of October, 2020.

_____
City Manager

RESOLUTION _____

RESOLUTION GIVING APPROVAL TO A PROPOSED HOUSING PROGRAM AND THE ISSUANCE BY THE CITY OF DEEPHAVEN, MINNESOTA OF ITS SENIOR LIVING REVENUE BONDS (STATE HOLDINGS OF MINNESOTA LLC PROJECT), SERIES 2020

WHEREAS, by the provisions of Minnesota Statutes, Chapter 462C, as amended (the "Act"), the City of North St. Paul, Minnesota (the "City"), is authorized to adopt a program to finance multifamily housing developments within its boundaries; and

WHEREAS, the City has received a request from State Holdings of Minnesota LLC, a Wyoming limited liability company (the "Borrower"), the sole member of which is State Housing & Community Services Corporation, a California nonprofit public benefits corporation, that the City approve a housing program pursuant to the Act, a copy of which is on file in the office of the City Clerk (the "Program"), which provides for the financing of the construction, acquisition and/or improvement of an existing 32-unit senior housing facility located at 2710 13th Avenue East in the City (the "Facility") through the issuance by the City of Deephaven, Minnesota (the "Issuer"), of its revenue bonds in one or more taxable or tax-exempt series, in a principal amount not to exceed $58,500,000 (the "Bonds"), all as more particularly described in the Program; and

WHEREAS, proceeds of the Bonds will be loaned to the Borrower to finance the construction, acquisition and/or improvement by the Borrower of the Facility and senior living facilities located in the Cities of Vadnais Heights, Little Canada, Inver Grove Heights and Roseville, Minnesota (the "Project").

NOW, THEREFORE, be it resolved by the City Council of the City of North St. Paul, Minnesota, that:

1. As required by the Act, the City Council held a public hearing on the date hereof on the adoption of the Program and issuance of the Bonds by the Issuer, all after publication in a newspaper of general circulation of a notice setting forth, among other things, the time and place of hearing; stating the general nature of the Program and an estimate of the principal amount of the Bonds or other obligations to be issued to finance the Project; and stating that all parties who appear at the public hearing shall have an opportunity to express their views with respect to the proposal.

2. The Borrower will be required to pay all the expenses of the City paid or incurred with respect to the Program and to indemnify the City for any potential liability incurred by the City with respect to the Program.

3. The Program and the issuance of the Bonds by the Issuer to finance the Project, are hereby approved, subject only to final approval and authorization by the Issuer of the Bonds, and agreement by the Issuer, Borrower and purchaser of the Bonds, as to the details of the Bonds and provisions for their payment.

4. In no event shall the Bonds ever be payable from or charged upon any funds of the City; no holder of the Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the Bonds or the interest thereon, nor enforce the payment thereof against any property of the City; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City; and the Bonds do not constitute an indebtedness of the City within the meaning of any constitutional, statutory, or charter limitation.

5. The City hereby approves the Program and approves, and thereby provides host approval to, the issuance of the Bonds by the Issuer, for purposes of Minnesota Statutes, Section 471.656, and in accordance with section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations thereunder, conditioned on and subject to the entrance by the Borrower into an agreement substantially similar to the Guaranty Agreement between the Borrower and City, a form of which has been presented to this Council, together with such changes thereto as the City officials executing such Guaranty Agreement shall approve.

Adopted this 20th day of October, 2020.

_____
Mayor

Attest:

_____
City Manager

4835-7448-3917\2

GUARANTY AGREEMENT

THIS Guaranty Agreement (this "Agreement"), made and entered into as of this [___] day of [_____], 2020, is between the CITY OF NORTH ST. PAUL, MINNESOTA (the "City"), a municipal corporation and political subdivision of the State of Minnesota, and STATE HOUSING HOLDINGS OF MINNESOTA, LLC, a Wyoming limited liability company (the "Borrower"), the sole member of which is STATE HOUSING & COMMUNITY SERVICES CORPORATION, a California nonprofit public benefits corporation (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Borrower desires to finance or refinance the costs of acquisition, construction and/or improvement of an existing senior living facility, consisting of 18 units of assisted living and 14 units of memory care, located at 2710 13th Avenue East (as legally described in Exhibit A, the "Property,") in the City (the "Facility"); and

WHEREAS, financing (the "Financing") for the Facility and new and existing senior living facilities in the cities of Inver Grove Heights, Little Canada, Roseville and Vadnais Heights, Minnesota, is expected to be obtained through the issuance of tax-exempt revenue bonds (the "Bonds") by the City of Deephaven, Minnesota (the "Issuer"), pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act").

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower pursuant to a loan agreement with the Issuer; and

WHEREAS, the Financing is conditional upon the City approving a housing program providing for the issuance of the Bonds (the "Approval"); and

WHEREAS, the City desires to make its Approval contingent upon a guaranty of the Borrower that the Property remain subject to property taxation until the Bonds are paid in full, and the Borrower desires to make such a guaranty;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1
Representations and Warranties

1. City Representations. The City makes the following representations to the Borrower:

    a. The City is a municipal corporation and political subdivision of the State of Minnesota and is duly authorized and has the requisite power to enter into this Agreement and perform its obligations hereunder. Performance of the City's obligations under this Agreement does not conflict with any of the City's contracts, enabling legislation, or governing documents.

    b. The City will perform any obligations under this Agreement fully and timely.

c. Contingent upon approval and execution of this Agreement, the City will grant the Approval.

2. Borrower Representations. The Borrower represents and warrants that:

a. The Borrower is a Wyoming limited liability company, the sole member of which is State Housing & Community Services Corporation, a California nonprofit public benefits corporation, and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.

b. Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Borrower is now a party or by which the Borrower is bound.

c. The Borrower has no knowledge or information that any member of the governing body of the City, or any other officers of the City have any direct or indirect financial interest in the Borrower, the Property, or the Facility.

ARTICLE 2
The Guaranty

1. Property Remains Subject to Taxation. Until the Bonds are paid in full, neither the Borrower nor any of its affiliates shall take any action, or suffer any circumstances to exist or action to be taken by others (to the extent Borrower may prevent the same), the effect of which would be to render the Property or any portion thereof to be no longer generally subject to real property taxation. Until the Bonds are paid in full, the Borrower or any of its affiliates shall not:

a. Seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of the Property determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

b. Seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Property determined by any tax official, or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

c. Seek any tax deferral or abatement, either presently or prospectively authorized under any state or federal law, of the taxation of the Property.

2. Binding Effect. The guaranty in this Article 2 shall be binding on any affiliate, successor, assignee, or transferee of the Borrower until such time as this Agreement is terminated in accordance with the terms of this Agreement.

ARTICLE 3

Miscellaneous

1. 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.

2. Term of Agreement. This Agreement shall terminate upon the earlier of (i) the date the Bonds are paid in full, or (ii) the date this Agreement is terminated or rescinded by mutual written agreement between the Borrower or any successor, assignee, or transferee of the Borrower, and the City.

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

4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Borrower. The Mayor and City Manager are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the City.

6. Further Assurances and Corrective Instruments. The City and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the or for carrying out the expressed intention of this Agreement.

7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflicts-of-laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CITY OF NORTH ST. PAUL, MINNESOTA

By _____
Mayor

And _____
City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020, by _____, the Mayor, and _____, the City Manager, of the City of North St. Paul, Minnesota, a Minnesota municipal corporation, on behalf of the City.

IN WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2020.

_____
Notary Public

STATE HOUSING HOLDINGS OF MINNESOTA, LLC, a Wyoming limited liability company,
as Borrower

STATE HOUSING & COMMUNITY SERVICES CORPORATION, a California nonprofit public benefits corporation,
the sole member

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2020, by _____, the _____ of _____, a _____, on behalf of the company.

IN WITNESS WHEREOF, I have set my hand and my official seal this ___ day of _____, 2020.

_____

Notary Public

Exhibit A

Legal Description of Property

[_____]

Agenda Information Memorandum
North St. Paul City Council
October 20, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Purchase Agreement between the City of North Saint Paul HRA, Owner of 2487 19th Ave East and Kyra A. Ludwigson, Owner of 2711 Helen Street North

To: Honorable Mayor and City Council

Background/Facts:

- The Owner of 2711 Helen Street is in agreeance to sell the westerly five feet of their property located at 2711 Helen Street North, which is adjoining the City HRA owned property at 2487 19th Ave. This minor subdivision was approved at the October 6, 2020 City Council Meeting
- The City HRA wishes to purchase the west five (5) feet of the parcel from the owner of 2711 Helen Street. The two parties have agreed to a purchase price of three thousand five hundred dollars and no cents ($3,500.00). The purchase is to accommodate a new single-story home with an attached two-car garage on a lot that is legally non-conforming with regard to lot size.
- The Planning Commission also approved a lot coverage variance to allow for the construction a new single family home.

Recommendation: It is recommended the City Council approve the purchase agreement to purchase the described parcel of land from Kyra A. Ludwigson, Owner of 2711 Helen Street North in the amount of $3,500.00.

ATTACHMENTS
Purchase Agreement
Resolution

Respectfully submitted,

Scott Duddeck
City Manager

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made on the _____ day of _____, 2020, (the "Effective Date") by and between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation, whose mailing address is 2400 Margaret Street, North St. Paul, Minnesota 55109 ("City" and "Purchaser"), and **KYRA A. LUDWIGSON**, a single person, whose mailing address is 2487 19th Avenue East, North St. Paul, Minnesota 55109("Seller").

RECITALS:

A. Seller is the owner in fee simple of the property located at 2711 Helen Street North in the City of North St. Paul, County of Ramsey, State of Minnesota including existing buildings, together with all other existing improvements located thereon, all appurtenant rights, easements, mineral rights, and all right, title and interest of Seller in and to all streets, alleys, strips, and rights-of-way over or abutting said land, for which Seller has an interest as legally described in **Exhibit "A"** and made a part hereof (the "Parcel");

B. The City wishes to purchase the west five (5) feet of the Parcel from Seller and Seller agrees to sell said west five feet as legally described in **Exhibit "B"** and made a part hereof ("Property").

C. The parties agree that Property is not being acquired by Purchaser under threat of condemnation.

AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the receipt, and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OFFER/ACCEPTANCE. Subject to compliance with the terms, covenants, and conditions of this Agreement, Seller shall convey the Property to the Purchaser.

2. PRICE AND TERMS. The purchase price for the Property included under this Purchase Agreement is Three Thousand Five Hundred Dollars and No Cents ($3,500.00) ("Purchase Price"), which Purchaser shall pay to Seller in cash or by wire transfer of U.S. Federal Funds at Closing.

3. DEED/MARKETABLE TITLE. Upon performance by Purchaser, Seller shall execute and deliver a **Warranty Deed**, conveying good and marketable title of record, subject to:

A. Reservations of minerals or mineral rights by the State of Minnesota, if any;

B. Building and zoning laws, ordinances, state and federal regulations; and

C. Exceptions to title which constitute encumbrances, restrictions, or easements which have been disclosed to Purchaser and accepted by Purchaser in this Agreement.

5. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

A. Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments. Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller no later than the Date of Closing.

B. Real Estate Taxes Payable in the Year of Closing. Real estate taxes payable in the year of Closing shall be prorated between Seller and Purchaser on a calendar year basis as of the date of Closing. Purchaser shall assume installments not paid at Closing. Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable by Seller in the year of Closing.

C. Deferred Real Estate Taxes. Seller shall pay on Date of Closing or provide for payment of any deferred real estate taxes (including "Green Acres" taxes under Minn. Stat. § 273.111) payment of which is required as a result of the Closing of this sale and the recording of the Deed. Provision for payment shall be by payment into escrow of 1.5 times the estimated payoff amount of the deferred taxes.

D. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of Closing shall be paid by Seller at Closing.

E. All Other Levied Special Assessments. Seller shall pay on the Date of Closing all other special assessments levied as of the date of this Purchase Agreement.

6. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS, AND LIEN WARRANTIES. Seller warrants that, to their actual knowledge, buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that, to their actual knowledge, there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that, to its actual knowledge, there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive for a period of ninety (90) days from the delivery of the Deed.

7. ACCESS PRIOR TO CLOSING. Upon reasonable notice to Seller, Purchaser and Purchaser's authorized agents shall have the right during the period from the date of this Agreement to the Date of Closing to enter in and upon the Property in order to make, at Purchaser's expense, surveys, measurements, soil tests, and other tests that Purchaser may deem necessary. Purchaser agrees to restore any resulting damage to the Property and to indemnify, hold harmless, and defend Seller from any and all claims by third persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, expenses, and attorneys' fees. Purchaser shall not perform any invasive testing of the Property without Seller's prior written consent. Seller's consent may be conditioned upon any restrictions that Seller deems necessary.

8. POSSESSION. Seller shall deliver possession of the Property no later than the actual Date of Closing.

9. TITLE INSURANCE. Within thirty (30) days of the date of this Agreement, Purchaser shall be responsible for obtaining title evidence from _____ ("Title") and reviewing title to the Property. Purchaser shall be allowed thirty (30) days after the receipt of the title commitment for examination of title and making any objections, which shall be made in writing or deemed waived.

10. TITLE CORRECTIONS AND REMEDIES. Seller shall have 120 days from receipt of Purchaser's written title objections to make title marketable. Upon receipt of Purchaser's title objections, Seller shall, within ten (10) business days, notify Purchaser of Seller's intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of Closing shall not delay the Closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the Closing shall be postponed. Upon correction of title and within ten (10) days after written notice to Purchaser, the parties shall perform this Agreement according to its terms. If no such notice is given or if notice is given but title is not corrected within the time provided for, the Purchaser (at Purchaser's option) shall have the right to: (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) accept title to the Property subject to the objections Seller has elected not to cure, without reduction in the amount of the Purchase Price, in which case such objections to title will be deemed to have become Permitted Exceptions.

11. LIEN FOR MEDICAL ASSISTANCE. Seller indicates that the Property IS NOT subject to a lien for Medical Assistance or other public assistance.

12. WELL DISCLOSURE. *[Check one of the following:]*

__X__ Seller certifies that Seller does not know of any wells on the Property.
____ Wells on the Property are disclosed by Seller on the attached Well Disclosure form.

13. DISCLOSURE OF INDIVIDUAL ON-SITE SEWAGE TREATMENT SYSTEM. *[Check one of the following:]*

__X__ Seller certifies that Seller does not know of any individual on-site sewage treatment systems on the Property.
____ Individual on-site sewage treatment systems on the Property are disclosed by Seller on the attached Disclosure form.

14. PROTECTED HISTORICAL SITES. *[Select either one of the following:]*

_____ Seller represents that Seller does not know if there are historical, Native American, or archeological materials on or in the Property that might be protected by law.
____ To Seller's knowledge, the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser's obligation

to close is contingent upon Purchaser determining to Purchaser's satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

15. METHAMPHETAMINE DISCLOSURE STATEMENT. Seller represents that methamphetamine production has not occurred on the Property.

16. SELLER'S COVENANTS, REPRESENTATIONS, AND WARRANTIES. Seller, as part of the consideration therefore, represent warrant, and covenant with Purchaser and its successors and assigns that to the best of Seller's actual knowledge and without any investigation or inquiry, as follows:

A. Seller has or as of the Date of Closing will have marketable and insurable title to the Property of record, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions, and any other matters affecting the title, except for the Permitted Exceptions. Seller has the present full authority and power to execute this Agreement and, on or prior to the Date of Closing, Seller shall have the full authority and power to close the sale of the Property.

B. To Seller's actual knowledge, the conveyance of the Property pursuant hereto will not violate any applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement.

C. As of the Date of Closing there will be no outstanding or unpaid claims, actions, or causes of action related to any transaction or obligation entered into or incurred by Seller with respect to the Property prior to the date hereof.

D. Except as provided herein, Seller shall indemnify and defend Purchaser and otherwise hold Purchaser harmless of, from, and against any broker who may be entitled to any commission or finder's fee in connection with the transaction contemplated herein to the extent arising from Seller's actions.

E. Seller is not foreign persons as defined in §1445(f)(3) of the Internal Revenue Code or regulations issued thereunder.

F. To Seller's actual knowledge, there is no action, litigation, investigation, or other proceedings of any kind, other than condemnation, pending or threatened against Seller with respect to the Property.

G. To Seller's actual knowledge: (i) no toxic materials, hazardous wastes or hazardous substances, as such terms are defined in the Resource Conservation and Recovery Act of 1996, as amended (42 U.S.C. § 6901, et seq.) or in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.), including, without limitation, any asbestos or asbestos-related products or materials and any oils, petroleum-derived compounds, or pesticides ("Hazardous Materials") have been generated, treated, stored, released, or disposed of or otherwise placed, deposited in, or located on the Property; and (ii) the Property is free of Hazardous Materials and is not subject to any "superfund" type liens or claims by governmental regulatory agencies or third parties arising from the release or threatened release of hazardous substances in, on, or about the Property. Seller shall indemnify and hold Purchaser harmless from any and all claims, causes of action, damages, losses, or costs (including reasonable lawyer's

fees) relating to breach of the foregoing representations and warranties by Seller or to hazardous substances or petroleum products in the subsoil or ground water of the Property which arise from or are caused by acts or occurrences upon the Property prior to Purchaser taking possession. These warranties and indemnifications shall survive the delivery of the Warranty Deed.

The covenants, representations, and warranties contained in this Section shall be deemed to benefit Purchaser and its successors and assigns and shall survive any termination or expiration of this Purchase Agreement or the delivery of the Warranty Deed. All of Seller's covenants, representations, and warranties in this Agreement shall be materially true as of the date hereof and of the Closing Date, and shall be a condition precedent to the performance of Purchaser's obligations hereunder. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement, or Purchaser may postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Seller arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty. Seller indemnifies Purchaser from any breaches of the covenants, warranties, and representations set forth in this Section.

17. CLOSING. The closing (the "Closing") of the purchase and sale contemplated by this Agreement shall occur at a location designated by Purchaser, and shall occur no later than 60 days of the Effective Date ("Closing Date"). At Closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms.

18. CLOSING DOCUMENTS.

A. At the Closing, Seller shall execute and/or deliver to Purchaser the following:

(1) **Warranty Deed**. A Warranty Deed in recordable form and reasonably satisfactory to Purchaser.

(2) **Seller's Affidavit**. A standard form affidavit by Seller indicating that on the date of Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property; that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

(3) **Non-Foreign Person Certification**. A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued there under, in order to establish that Seller is not a "foreign person" as defined in § 1445(f)(3) of such Code and such regulations.

(4) **Storage Tanks**. If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.

(5) **Well Certificate**. If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

(6) **Certification**. A certification that the representations and/or warranties made by Seller is materially the same as were in existence on the date of this Agreement or noting any changes thereto.

(7) **Other Documents**. All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

B. At the Closing, Purchaser shall execute and/or deliver to Seller the following:

(1) **Purchase Price**. Payment of the purchase price.

(2) **Other Documents**. All other documents reasonably determined by either party or the title insurance company to be necessary to transfer and provide title insurance for the Property.

19. CLOSING COSTS. The costs relating to the closing of this transaction shall be paid as follows:

A. Purchaser shall pay:

(1) Recording fee for the Warranty Deed;
(2) The closing fees charged by the Title Company;
(3) Pro-rated taxes; and
(4) All costs for issuance of an owner's title insurance policy.

B. Seller shall pay:

(1) All costs for the title commitment;
(2) The state deed tax;
(3) Pro-rated taxes; and
(4) Conservation fee attributable to the Warranty Deed.

20. ADDITIONAL TERMS.

A. Purchaser's Contingencies. Purchaser's obligations under this Agreement are contingent upon Purchaser's satisfaction with each of the following ("Purchaser's Contingencies"):

(1) The representations and warranties of Seller set forth in this Agreement must be true as of the date of this Agreement and on the Closing Date, and Seller shall have delivered to Purchaser at Closing a certificate dated the Closing Date, signed by Seller, certifying that such representations and warranties are true as of the Closing Date; and

(2) Purchaser determining on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of matters disclosed by a Phase I Environmental Audit or by any additional environmental/engineering investigation or testing of the Property performed by Purchaser or Purchaser's agent. By executing this Agreement, Seller hereby authorizes Purchaser to enter upon the Property at reasonable times to conduct the investigations and/or tests described herein. Purchaser shall be solely responsible for all environmental tests and shall hold Seller harmless from any such costs and shall indemnify Seller for breach of this provision including reasonable attorneys' fees.

If the Purchaser's Contingencies have not been satisfied on or before the Closing Date, then Purchaser may, at Purchaser's option, (a) terminate this Agreement in which case the parties will have no further rights, duties or obligations hereunder, except those obligations that expressly survive termination, or (b) waive any such unsatisfied contingency, without reduction in the amount of the Purchase Price, and proceed to Closing. The contingencies set forth in this section are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller.

B. Seller and Purchaser agree that the Property is being sold "AS IS", with no right of setoff or reduction in the purchase price and that such sale shall be without representation or warranty of any kind, express or implied, except as otherwise provided herein. Purchaser acknowledges and agrees that Seller shall be under no duty to make any changes, alterations or repairs to the Property. Any alterations or repairs required by the Purchaser shall be the sole responsibility and expense of the Purchaser. Purchaser understands the AS-IS provision is a material inducement to Seller's willingness to enter into this Agreement. The provisions of this Paragraph shall survive closing or termination of this Agreement.

C. Seller represents and warrants to Purchaser that Seller has not used or entered into any agreement with any other real estate broker, agent, finder or other party in connection with this transaction and Seller has not taken any action that would result in any real estate broker's, finder's or other fees or commissions being due to any other party with respect to this transaction.

21. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address for each party as shown above and if mailed, are effective as of the date of mailing.

22. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.

23. TIME IS OF THE ESSENCE. Time is of the essence for all provisions of this Purchase Agreement.

24. SIGNATURES BY COUNTERPART; FASCIMILE OR ELECTRONIC SIGNATURE. This Agreement may be executed in counterparts. Signatures may be transmitted via facsimile or in "PDF" format via e-mail.

IN WITNESS WHEREOF, Purchaser and Seller has caused this Agreement to be duly executed as of the date first written above.

CITY OF NORTH ST. PAUL

By: _____
Terrence J. Furlong, Its Mayor

By: _____
Scott A. Duddeck, Its City Manager

SELLER:

_____
Kyra A. Ludwigson

EXHIBIT "A"
TO
PURCHASE AGREEMENT

Legal Description of Parcel:

Lot 13, Block 2, Longview Addition, Ramsey County, Minnesota.

PID: 012922340012 (2711 Helen Street North, North St. Paul, MN 55109)

EXHIBIT "B"
TO
PURCHASE AGREEMENT

Legal Description of Property:

The west 5.00 feet of Lot 13, Block 2, Longview Addition, Ramsey County, Minnesota.

PID: 012922340012 (2711 Helen Street North, North St. Paul, MN 55109)

CITY OF NORTH ST.PAUL

RESOLUTION NO. 2020-xxx

RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY FROM 2711 HELEN STREET NORTH TO ACCOMMODATE CONSTRUCTION OF THE DEVELOPMENT OF A STUDENT BUILD HOME AT 2487 19TH AVE E.

WHEREAS; The Owner of 2711 Helen Street is in agreeance to sell the westerly five feet of their property located at 2711 Helen Street North, which is adjoining the City HRA owned property at 2487 19th Ave. This minor subdivision was approved at the October 6, 2020 City Council Meeting

WHEREAS; The City HRA wishes to purchase the west five (5) feet of the parcel from the owner of 2711 Helen Street. The two parties have agreed to a purchase price of three thousand five hundred dollars and no cents ($3,500.00). The purchase is to accommodate a new single-story home with an attached two-car garage on a lot that is legally non-conforming with regard to lot size.

WHEREAS; The Planning Commission also approved a lot coverage variance to allow for the construction a new single-family home.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of North St. Paul, Minnesota: hereby approves the purchase of five (5) feet of the parcel from the owner of 2711 Helen Street.

ADOPTED by the City Council on this 20th day of October, 2020.

Motion by Council Member
Second by Council Member

Voting: Aye:
Nay:
Abstain:
Absent:

_____
Terrence J. Furlong, Mayor

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

Agenda Information Memorandum
North St. Paul City Council
October 15, 2020

FROM THE OFFICE OF THE CITY PLANNER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Subject: Old City Hall Redevelopment: Final Plat

To: Honorable Mayor and City Council

Background/Facts:

- The site plan for a mixed-use redevelopment on the Old City Hall site and surrounding parcels was approved on July 30, 2019.
- Rezoning of a portion of the site to MU-1 (to match the rest of the site) and vacation of the alley right-of-way on the site were approved on September 17, 2019.
- The last remaining condition of that approval is the combination of the existing lots and vacated right-of-way into one parcel.
- The applicants submitted the Final Plat showing the combination of parcels on October 14, 2020.
- The Final Plat meets all requirements of the zoning ordinance and is consistent with the approved site plan for the project.
- The City Engineer has reviewed the Final Plat and has no additional comments.

Recommendation: It is recommended the City Council approve the proposed Final Plat for this project as outlined in the attached resolution.

Attachments:
Final Plat
Approval Resolution

Respectfully submitted,

Erin Perdu
City Planner

APPROVED FOR AGENDA ENCLOSURE:

Scott Duddeck

City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

RESOLUTION APPROVING THE FINAL PLAT FOR THE PROPERTY AT 2546 AND 2554 5TH AVE. E.

WHEREAS, the City of North St. Paul ("City") has received a Final Plat from Jim Winkels, North St. Paul Land & Development LLC, 6121 Baker Rd., Suite 101, Minnetonka, MN 55345, and;

WHEREAS, the applicants are requesting the combination of existing lots and vacated right-of-way to facilitate the construction of a mixed-use redevelopment project and;

WHEREAS, the existing lots and vacated right-of-way are described and illustrated in attached Exhibit A, and;

WHEREAS, the proposed Final Plat meets the requirements of City Code Chapter 153, and;

WHEREAS, City staff have reviewed the request and determined that the proposed lot meets all requirements of the MU-1 Downtown Mixed Use Zoning District and the approved site plan, and;

WHEREAS, the applicant has addressed all engineering comments provided by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, the Final Plat is hereby approved according to the plans reviewed by the City Council.

ADOPTED this 20th day of October 2020.

Motion by Council Member
Second by Council Member

Voting:	Aye:	Council Member
		Council Member
		Council Member
		Council Member
		Mayor Furlong
	Nay:	None
	Abstain:	None
	Absent:	None

_____
Terry Furlong, Mayor

Attest: _____
Scott Duddeck, City Manager

PRELIMINARY COPY

LAST SAVED BY: BNIEMELA on Wednesday, October 14, 2020 at 3:17:35 PM
LOCATION: C:\CIVIL 3D PROJECTS\19094PP
FILENAME: 19094PP.DWG
FILESIZE: 11.31MB

VILLAGE HALL

KNOW ALL MEN BY THESE PRESENTS: That North St. Paul Land & Development Co., LLC, a Minnesota limited liability company, owner of the following described property situated in the City of North St. Paul, County of Ramsey, State of Minnesota:

Lots 16 through 31, Block 1 and Lots 2 through 5, Block 2, SECOND ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota.

AND

That part of the ALLEY as dedicated in Block 1 of SECOND ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota, which lies northeasterly of the centerline of 5th Avenue as dedicated on said plat of SECOND ADDITION TO NORTH ST. PAUL, and its westerly extension.

AND

That part of said ALLEY, which lies easterly of the northerly extension of the west line of Lot 2, Block 2, said SECOND ADDITION TO NORTH ST. PAUL, and southerly of said centerline of 5th Avenue.

AND

That part of 5th AVENUE as dedicated on the recorded plat of SECOND ADDITION TO NORTH ST. PAUL, Ramsey County, Minnesota, which adjoins Blocks 1 and 2 within said plat, and lies easterly of the northerly extension of the west line of Lot 2, in said Block 2.

Has caused the same to be surveyed and platted as VILLAGE HALL and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said the North St. Paul Land & Development Co., LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20 ____.

_____

_____, as _____

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____of North St. Paul Land & Development Co., LLC, a Minnesota limited liability company.

_____

_____
Notary Public, _____ County, Minnesota
My Commission Expires_____

I, Jason E. Rud, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set or will be correctly set within one year of recording this plat; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____
Jason E. Rud, Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____
The foregoing Surveyor's Certificate was acknowledged before me this _____ day of_____ 20____, by Jason E. Rud, a Licensed Land Surveyor.

_____

_____
Notary Public, _____ County, Minnesota
My Commission Expires_____

CITY OF NORTH ST. PAUL
We do hereby certify that on the _____ day of _____, 20_____, the City Council of the City of North St. Paul, Minnesota, approved this plat.

_____, Mayor _____, City Clerk

PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20 ___.

Christopher A. Samuel, Ramsey County Auditor/Treasurer

By_____, Deputy

COUNTY SURVEYOR
Pursuant to Minnesota Statutes, Section 383A.42, this plat is approved this ____ day of _____, 20 ___.

_____
Daniel D. Baar, L.S.
Ramsey County Surveyor

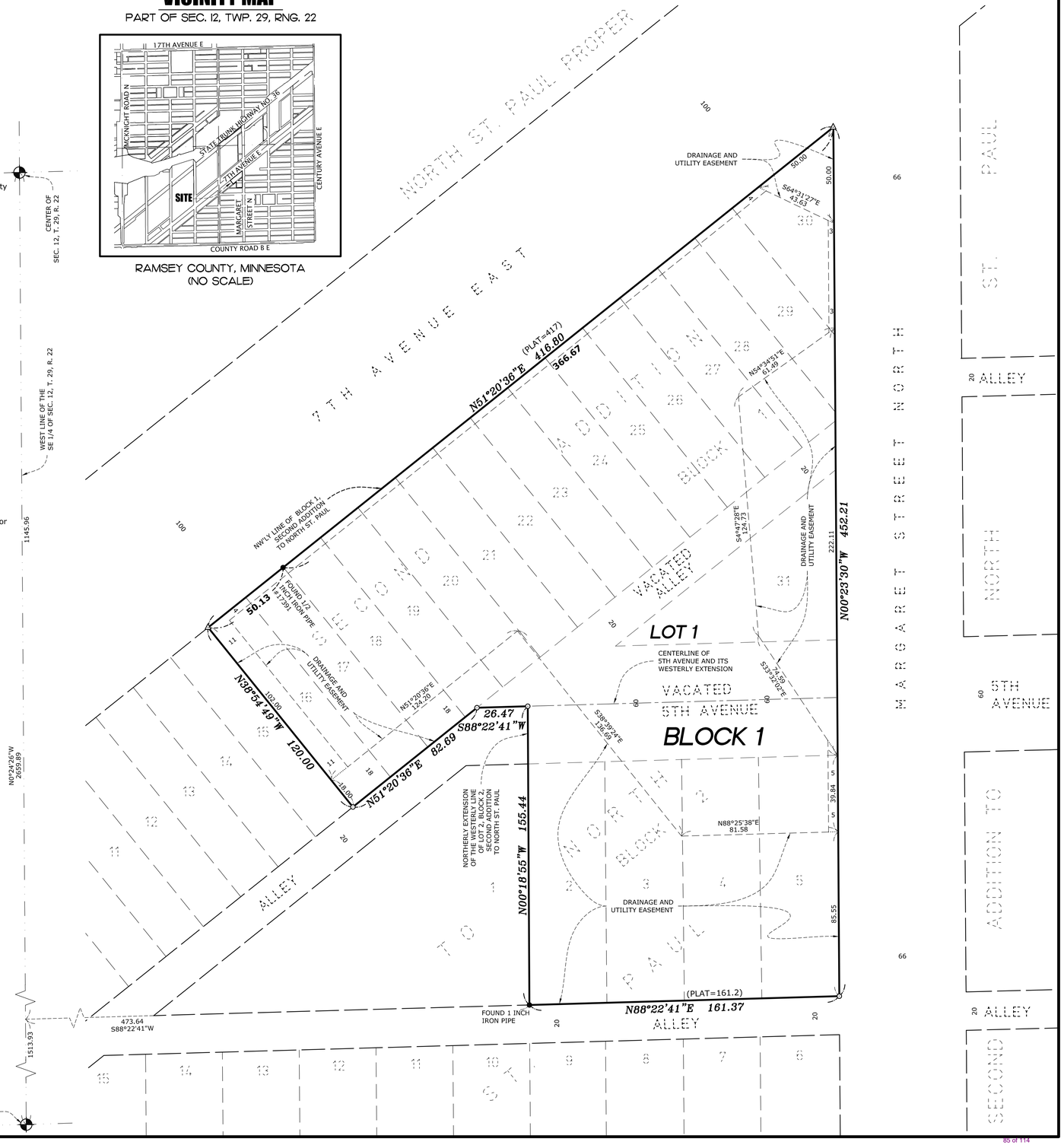
COUNTY RECORDER
COUNTY OF RAMSEY, STATE OF MINNESOTA
I hereby certify that this plat of VILLAGE HALL was filed in the office of the County Recorder for public record on this _____ day of _____, 20 ____, at ___ o'clock _.M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

_____
Deputy County Recorder

VICINITY MAP

PART OF SEC. 12, TWP. 29, RNG. 22

RAMSEY COUNTY, MINNESOTA
(NO SCALE)



NORTH

GRAPHIC SCALE IN FEET
30 0 15 30 60 120
1 INCH = 30 FEET

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- o DENOTES 1/2 INCH BY 18 INCH IRON PIPE MARKED RLS 41578 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT
- ● DENOTES FOUND IRON MONUMENT AS LABELED
- △ DENOTES SET MAG NAIL WITH METAL DISC MARKED RLS 41578
- (PLAT) DENOTES RECORDED VALUE PER PLAT OF SECOND ADDITION TO NORTH ST. PAUL

FOR THE PURPOSES OF THIS PLAT, THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 29, RANGE 22, RAMSEY COUNTY, MINNESOTA IS ASSUMED TO BEAR NORTH 0 DEGREES 24 MINUTES 26 SECONDS WEST.

Agenda Information Memorandum
North St. Paul City Council
October 20, 2020

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: CITY BUSINESS

Subject: Land Sale between the City of North St. Paul and North St. Paul Land & Development Co., LLC. For the development of 89 unit market rate apartment building with 3,000 square feet of retail space.

To: Honorable Mayor and City Council

Background/Facts:

- The City of North St. Paul agrees to sell to North St. Paul Land & Development Co., LLC. certain parcels of real estate as describe and located in North St. Paul, Ramsey County, Minnesota, legally described on Exhibit A.

EXHIBIT A

- PARCEL 1:

- Lots 18, 19, 20, 21, 22, 23, 24 and 25, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.

- 2526 – 7th Avenue East
  North Saint Paul, MN 55109
  PID: 12-29-22-42-0087

- PARCEL 2:

- Lot 30, Block 1, Second Addition to North Saint Paul except the Southwesterly 2 feet thereof, Ramsey County, Minnesota,
- AND
- That portion of the Southwesterly 2 feet of said Lot 30, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota described as follows: Commencing at the point of intersection of the northeasterly line of the southeasterly 2.00 feet of said Lot 30 with the easterly line of said Lot 30, as evidenced by a drill hole; thence North 30 degrees 05 minutes 00 seconds West (basis of Bearings: the southwesterly line of said Lot 30 has an assumed bearing of North 30 degrees 05 minutes 00 seconds West) along the northeasterly line of the southwesterly 2.00 feet of said Lot 30, as evidenced by drill holes at both terminus points, for a distance of 14.77 feet to the point of beginning of the land to be described; thence South 59 degrees 48 minutes 37 seconds West 1.02 feet; thence North 30 degrees 11 minutes 23 seconds West 47.35 feet; thence North 59 degrees 48 minutes 37 seconds East 1.11 feet to a point on the northeasterly line of the southwesterly 2.00 feet of said Lot 30; thence South 30 degrees 05 minutes 00 seconds West, along the northeasterly

line of the southwesterly 2.00 feet of said Lot 30, a distance of 47.35 feet to the point of beginning.

- 2536 7th Avenue East
  North Saint Paul, MN 55109
  PID: 12-29-22-42-0151
- PARCEL 3:
-
- Lot 31, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.
- XXX Margaret Street
- North Saint Paul, MN 55109
- PID: 12-29-22-42-0093

Recommendation: To authorize the land sale between the City of North St. Paul and North St. Paul Land & Development Co., LLC.

Respectfully submitted,

Scott Duddeck
City Manager

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of the _____ day of _____, 2020, by and between the **CITY OF NORTH SAINT PAUL, MINNESOTA**, a municipal corporation organized and existing under the laws of the State of Minnesota ("Seller"), and **NORTH ST. PAUL LAND & DEVELOPMENT CO., LLC**, a Minnesota limited liability company ("Purchaser").

In consideration of this Agreement, Seller and Purchaser agree as follows:

1. **Sale of Subject Property.** Seller agrees to sell to Purchaser the fee simple interest in those certain parcels of real estate in Ramsey County, Minnesota, legally described on Exhibit A attached hereto and made a part hereof (the "Land"), together with (a) all building structures, improvements and fixtures owned by Seller located on the Land, if any (the "Improvements"), and (b) all rights, privileges, servitudes, easements and appurtenances thereunto belonging or appertaining (collectively, the "Subject Property"), and Purchaser agrees to buy from Seller the Subject Property, upon and subject to the conditions and limitations herein contained.

2. **Closing Date; Purchase Price.** The closing of the purchase and sale of the Subject Property ("Closing") shall occur on the Effective Date (the "Closing Date"). Purchaser shall pay to Seller, as consideration for the purchase of the Subject Property, the sum ("Purchase Price") of Three-hundred sixty thousand dollars and no cents ($360,000.00) as the same may be adjusted as provided below. The Purchase Price plus, or minus prorations and other adjustments, if any, shall be paid into the Title Company's (defined below) escrow account at Closing by wire transfer of immediately available funds.

3. **Conditions Precedent to Closing.** Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to satisfaction or waiver of each of the following conditions ("Conditions Precedent") on or before the Effective Date ("Contingency Date"):

(a) **Title/Survey.** Purchaser has previously obtained or been provided (i) a current title commitment ("Commitment") for the Subject Property (with copies of all underlying title documents listed in the Commitment) for an ALTA form owner's title policy (the "Title Insurance Policy") issued by the Title Company showing title in Seller with respect to the Subject Property, and (ii) a copy of that certain Certificate of Survey dated May 9, 2019, prepared by E.G. Rud & Sons, Inc., Job. No. 19094BT ("Survey"), for the Land and other real property. Purchaser may obtain an updated survey of the Land at Purchaser's sole expense. Prior to the Effective Date, Purchaser has had the opportunity to review the Commitment, underlying documents and the Survey, and all matters shown thereon shall be deemed "Permitted Encumbrances" from and after the Effective Date. Notwithstanding anything herein to the contrary, Seller shall have no obligation to correct, cure or remove any encumbrances.

(b) **Due Diligence Materials; Tests.** Purchaser has previously been provided copies of the due diligence materials listed on Schedule 1 attached hereto to the extent in Seller's possession or control with respect to the Subject Property, for Purchaser's review and analysis. Seller shall have no obligation to deliver additional materials beyond the items listed on Schedule

1. Except as otherwise provided herein, it is the parties' express understanding and agreement that such materials have been provided only for Purchaser's convenience in making its own examination and determination prior to the Contingency Date, as to whether or not it wishes to purchase the Subject Property, and, in doing so, Purchaser shall rely exclusively on its own independent investigation and evaluation of every aspect of the Subject Property and on the express representations of Seller contained herein and not on any materials supplied by Seller.

Purchaser hereby stipulates and notifies Seller that the Conditions Precedent have been satisfied or waived, in Purchaser's sole and absolute discretion.

4. **Representations by Seller.** As used in this Agreement, the phrase "to Seller's knowledge" or words of similar import shall mean the actual knowledge of Scott Duddeck, City Manager, without independent investigation or inquiry. Subject to the foregoing, Seller represents to Purchaser as follows:

(a) **Authority.** Seller is a municipal corporation duly organized and validly existing and in good standing under the laws of the State of Minnesota; Seller has the requisite power and authority to enter into and perform this Agreement, the Seller's Closing Documents and the Purchaser's and Seller's Closing Documents (each as hereinafter defined) to which it is a party; such documents have been duly authorized by all necessary action on the part of Seller and have been or will be duly executed and delivered; such execution, delivery and performance by Seller of such documents will not conflict with or result in a violation of Seller's organizational documents, or any judgment, order, or decree of any court or arbiter to which Seller is a party; and such documents are valid and binding obligations of Seller, and are enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws.

(b) **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

(c) **Proceedings.** To the knowledge of Seller, there is no action, litigation, investigation or proceeding relating to zoning, subdivision or condemnation pending or, to the knowledge of Seller, threatened against Seller or the Subject Property which would have a material and adverse effect on the ability of Seller to perform its obligations under this Agreement.

(d) **Blocked Persons.** Seller has not received written notice that Seller is:

(i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 Sept. 25, 2001 (the "Order") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to

any other applicable Orders (such lists are collectively referred to as the "Lists");

(ii) a person who has been determined by competent authority to be subject to the prohibitions contained in the Order;

(iii) owned or controlled by, or acts for or on behalf of, any person or entity who is (x) on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order, (y) a citizen of the United States who is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation or Executive Order of the President of the United States, or (z) an "Embargoed Person," meaning any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder.

(e) Minnesota Required Statutory Disclosures:

(i) *Wells*. Seller represents that, to Seller's actual knowledge, there are no wells located on the Subject Property.

(ii) *Storage Tanks*. Seller represents that, to Seller's actual knowledge, there are no underground or above ground storage tanks of any size or type located on the Subject Property.

(iii) *Septic*. Seller states that: (i) sewage generated at the Subject Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency; and (ii) to Seller's actual knowledge, there are no abandoned individual sewage treatment systems on the Subject Property.

(iv) *Methamphetamine Production*. To the best of Seller's knowledge, methamphetamine production has not occurred on the Subject Property.

5. **Representations by Purchaser; Other Matters; Purchaser's Covenant**

(a) **Representations by Purchaser.** Purchaser represents to Seller as follows:

(i) Purchaser is a corporation duly organized and validly existing and in good standing under the laws of the State of Minnesota, that Purchaser has the requisite power and authority to enter into this Agreement, the Purchaser's Closing Documents and the Purchaser's and Seller's Closing Documents (as herein defined); such

documents have been duly authorized by all necessary action on the part of Purchaser and have been or will be duly executed and delivered; that the execution, delivery and performance by Purchaser of such documents will not conflict with or result in violation of Purchaser's organizational documents or any judgment, order or decree of any court or arbiter to which Purchaser is a party; such documents are valid and binding obligations of Purchaser, and are enforceable against Purchaser in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws.

(ii) Purchaser has not received written notice that Purchaser is:

(A) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other Lists;

(B) a person who has been determined by competent authority to be subject to the prohibitions contained in the Order;

(C) owned or controlled by, or acts for or on behalf of, any person or entity who is (x) on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order, (y) a citizen of the United States who is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation or Executive Order of the President of the United States, or (z) an Embargoed Person.

(iii) Purchaser shall not transfer or permit the transfer of any interest in Purchaser or in this Agreement to any person or entity who is listed on the Lists.

(b) **Other Matters.** The representations of Seller and Purchaser contained in this Agreement shall survive Closing; provided, however, (i) any cause of action of Purchaser against Seller by reason of a breach or default of any of the representations in Section 4 set forth herein or in any Seller's Closing Documents or Purchaser's and Seller's Closing Documents (collectively, "Seller's Representations") shall automatically expire as of the date which is six (6) months after the Closing (the "Representation Expiration Date"), except that the same shall not expire as to any such breach or default as to which Purchaser has instituted litigation of a claim for any such breach or default prior to the Representation Expiration Date, (ii) Seller's total liability for any breach or breaches of Seller's Representations shall in no event exceed two percent (2%) of the Purchase Price in the aggregate, which liability limit shall survive Closing, and (iii) Seller shall not have any liability whatsoever to Purchaser with respect to any breach or breaches by Seller of Seller's Representations, if, prior to Closing, Purchaser obtains knowledge by virtue of a

written document or report received on or prior to the Closing Date of a fact or circumstance, the existence of which would constitute a breach of Seller's Representations. Among other things, for purposes hereof, Purchaser shall be deemed to have knowledge of any fact or circumstance set forth in any environmental assessments, engineering reports, or other written materials reviewed or received by Purchaser on or prior to the Closing Date. Seller's representations in Section 4 set forth herein shall be deemed automatically modified to the extent that any information contained in any environmental assessments or engineering reports or other written materials reviewed or received by Purchaser prior to the Closing Date is inconsistent with the matters which are the subject of such representations in Section 4.

6. **Closing**.

(a) **Closing Date.** The Closing shall occur on the Effective Date, at the office of, or by mail through escrow with All American Commercial Title, Inc., 2407 – 109th Avenue NE, Suite 250, Blaine, MN 55449 (the "Title Company").

(b) **Purchaser's Closing Conditions Precedent.** Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to satisfaction or waiver of each of the following conditions ("Purchaser's Closing Conditions Precedent"); provided, however that Purchaser shall have the unilateral right to waive any Purchaser's Closing Conditions Precedent, in whole or in part, by written notice to Seller:

(i) The representations in Section 4 of Seller hereof shall be, in all material respects, true and complete.

(ii) Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement, in all material respects.

(c) **Seller's Conditions Precedent.** Seller's obligation to consummate the transaction contemplated by this Agreement shall be subject to satisfaction or waiver of each of the following conditions ("Seller's Closing Conditions Precedent"), but Seller shall have the unilateral right to waive, in whole or in part, any Seller's Closing Conditions Precedent by written notice to Purchaser:

(i) The representations in Section 5 of Purchaser hereof shall be, in all material respects, true and complete.

(ii) Purchaser shall have performed all of the obligations required to be performed by Purchaser under this Agreement, as and when required by this Agreement, in all material respects.

(iii) Seller and Purchaser shall have agreed upon and shall each be prepared to execute, deliver, and perform, a Contract for Private Development with respect to the Subject Property and other adjacent properties, together with all agreements and instruments referred to therein or customarily delivered in connection therewith (collectively, the "Development Contract Documents").

In the event Purchaser's Closing Conditions Precedent or Seller's Closing Conditions Precedent, as the case may be, have not been satisfied or waived as of the scheduled Closing Date as the same may be extended as permitted above, and provided the failure to satisfy or waive any such condition is not attributable to a breach or default of this Agreement by Seller or Purchaser, as the case may be (in which event the provisions of Section 9 shall apply), this Agreement shall terminate; provided, however, upon such termination Purchaser shall, at the request of Seller, execute any document reasonably requested by Seller to evidence such termination, including, without limitation, a quit claim deed. Upon such termination, neither party will have any further rights or obligations regarding this Agreement or the Subject Property, other than any provisions of this Agreement which expressly survive a termination hereof.

7. **Closing Deliveries**.

(a) **Seller's Closing Documents**. On the Closing Date Seller shall execute and/or deliver to Purchaser or cause to be executed and/or delivered the following (collectively, "Seller's Closing Documents"):

(i) **Deed.** A Limited Warranty Deed ("Deed") conveying the Subject Property to Purchaser in the form attached as Exhibit B hereto.

(ii) **FIRPTA Certificate.** A non-foreign certificate properly containing such information as is required by Section 1445(b)(2) of the Internal Revenue Code and its regulations promulgated thereunder.

(iii) **Title Documents.** Seller shall deliver, to Title Company only, such certificates of Seller in favor of the Title Company in order to record the Deed and issue the Title Insurance Policy, all in forms reasonably acceptable to Seller.

(iv) **Transfer Tax Declarations**. Any transfer tax declarations or certificates of value required in order to record the Deed.

(v) **Miscellaneous.** Other documents reasonably required to consummate the transaction this Agreement contemplates.

(b) **Purchaser's Closing Documents.** On the Closing Date, Purchaser will execute and/or deliver or cause to be executed and/or delivered to Seller the following (collectively, "Purchaser's Closing Documents"):

(i) **Purchase Price.** The Purchase Price, plus or minus prorations or other adjustments, if any, by wire transfer of immediately available funds.

(ii) **Title Documents.** Such affidavits of Purchaser, transfer tax declarations or certificates of value or other documents as may be reasonably required by Title Company in order to record the Deed and issue the Title Insurance Policy.

(iii) **Miscellaneous.** Other documents reasonably required to consummate the transaction this Agreement contemplates.

(c) **Purchaser's and Seller's Closing Documents.** On the Closing Date, Seller and Purchaser shall jointly execute and deliver or cause to be executed and delivered the following (collectively, the "Purchaser's and Seller's Closing Documents"):

(i) **Closing Statement.** A Closing Statement in form and substance reasonably acceptable to both Seller and Purchaser and consistent with the terms of this Agreement, showing the Purchase Price and all prorations, adjustments, credits and debits this Agreement describes.

(ii) **Designation Agreement.** A Designation Agreement executed by Seller, Purchaser and Title Company designating the "reporting person" for purposes of completing the Internal Revenue Service Form 1099 and, if applicable, Internal Revenue Form 8594 (the "Designation Agreement").

(iii) **Development Contract Documents**. The Development Contract Documents, pursuant to Section 6(c)(iii) above.

(iv) **Miscellaneous.** Such other documents, instruments and affidavits as shall be reasonably necessary to consummate the transaction contemplated hereby.

8. **Adjustment and Prorations.** For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Subject Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the year and month that shall have elapsed as of the Closing Date. The amount of such prorations shall be adjusted in cash after Closing, as and when complete and accurate information becomes available. Seller and Purchaser agree to cooperate and use their good faith and diligent efforts to make such adjustments within a reasonable time after the calendar year end following Closing. Except for the proration of real estate taxes (which shall be prorated on a cash basis as provided in subsection 8(a) below) and except as specifically provided otherwise herein, items of income and expense for the period prior to the Closing Date will be for the account of Seller and items of income and expense for the period on and after the Closing Date will be for the account of Purchaser, all as determined by the accrual method of accounting. The obligations of the parties pursuant to this Section 8 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

(a) **Real Estate Taxes and Special Assessments.** Real estate taxes and installments of assessments imposed by governmental authority (and any assessments imposed by private covenant) due and payable in the calendar year of Closing shall be prorated as of the Closing Date on a cash basis based upon the most recent tax bills or assessment. To determine the tax proration, the total amount of real estate taxes and installments of special assessments for the Subject Property that were or will become due and payable during the calendar year of Closing

will be divided by 365, with the quotient referred to herein as the "Daily Tax Amount." Seller shall be responsible for the amount calculated by multiplying the Daily Tax Amount by the number of days in the calendar year of Closing up to (but not including) the Closing Date ("Seller's Tax Portion"). Purchaser shall be responsible for the amount calculated by multiplying the Daily Tax Amount by the number of days in the calendar year of Closing from and after the Closing Date. In the event Seller has paid real estate taxes and assessments during the calendar year of closing in excess of the Seller's Tax Portion, Purchaser shall provide a credit to Seller at Closing in the amount of such excess. In the event Seller has paid real estate taxes and assessments during the calendar year of Closing in an amount less than the Seller's Tax Portion, then Seller shall provide a credit to Purchaser at Closing for the amount of such shortfall. Seller shall receive a credit for any taxes and assessments paid by Seller and applicable to any period after the Closing. If, for the fiscal tax year in which the Closing is held, or any prior year, there are any tax protests filed, or abatement application proceedings pending at any time prior to the Closing with reference to the Property, Seller shall have the right to settle such protests or proceedings as long as such settlement does not include any agreement as to the valuation of the Property for real estate tax purposes for the period after the Closing. Otherwise, Seller shall not settle the same without Purchaser's prior written consent. All amounts recovered as a result thereof, whether by settlement or otherwise, shall, net of attorneys' fees and other expenses, be apportioned as of the Closing for the fiscal tax year in which the Closing is held, and paid, when received, to the parties entitled thereto. The parties agree to execute any papers or take such steps, either before or after any Closing, as may be necessary to carry out the intention of the foregoing.

(b) **Title Insurance.** Seller shall pay all title examination fees of Title Company. Purchaser shall pay the premiums for the Title Insurance Policy and all fees Title Company charged for endorsements to the Title Insurance Policy. Purchaser shall pay all costs of any lender's title insurance policy.

(c) **Survey Costs**. If Purchaser elects to obtain an Updated Survey, the costs for the Updated Survey shall be paid by Purchaser.

(d) **Closing Fee.** Seller and Purchaser shall each pay one-half of the closing fee or escrow fee Title Company charges.

(e) **Transfer Tax.** Seller shall pay all documentation, stamp and transfer taxes payable in connection with the transfer of the Subject Property.

(f) **Recording Costs.** Purchaser shall pay the cost of recording the Deed and all other recording costs.

(g) **Other Costs**. All other costs shall be allocated in accordance with the customs prevailing in similar transactions in the metropolitan area where the Subject Property is located.

Except as otherwise expressly provided otherwise in this Agreement, all prorations provided for herein shall be final.

9. **Default/Remedies**.

(a) **DEFAULT BY SELLER**. IF SELLER DEFAULTS IN THE PERFORMANCE OF ITS OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, AND SELLER FAILS TO CURE THE DEFAULT PRIOR TO THE EARLIER OF TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTICE THEREOF FROM PURCHASER OR THE THEN SCHEDULED CLOSING DATE, PURCHASER WILL BE DAMAGED AND, SUBJECT TO THE PENULTIMATE SENTENCE OF THIS SECTION 9(a), PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT SHALL BE TO ELECT ONE, AND ONLY ONE, OF THE FOLLOWING REMEDIES, AS FOLLOWS: (A) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE DELIVERED TO SELLER AND THE TITLE COMPANY AND TO RECOVER THE EARNEST MONEY, OR (B) SUBJECT TO THE TERMS SET FORTH BELOW, TO SPECIFICALLY ENFORCE (WHICH ACTION FOR SPECIFIC PERFORMANCE MUST BE FILED AND SERVED UPON SELLER WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE 10-DAY PERIOD TO CURE DESCRIBED IN THIS SENTENCE, OR SUCH RIGHT SHALL BE DEEMED WAIVED) SELLER'S OBLIGATION TO EXECUTE AND DELIVER THE DEED AND TO CONVEY THE SUBJECT PROPERTY TO PURCHASER IN ACCORDANCE WITH THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING SENTENCE, PURCHASER SHALL NOT HAVE THE RIGHT TO RECOVER DAMAGES OF ANY KIND OR TO OBTAIN OTHER EQUITABLE RELIEF, INCLUDING, WITHOUT LIMITATION, ANY EQUITABLE ADJUSTMENT TO THE TERMS OF THE SALE OF THE PROPERTY, IN CONNECTION WITH ANY SUCH ACTION FOR SPECIFIC PERFORMANCE. IN NO EVENT SHALL PURCHASER HAVE THE RIGHT TO FILE A LIS PENDENS AGAINST THE SUBJECT PROPERTY OTHER THAN IN CONNECTION WITH AN ACTION FOR SPECIFIC PERFORMANCE AS PERMITTED ABOVE. THE PARTIES AGREE THAT IN NO EVENT SHALL THE FOREGOING LIMITATIONS ON PURCHASER'S REMEDIES APPLY TO ANY BREACH OF SELLER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, ANY OBLIGATION OF SELLER WHICH IS TO SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT, OR TO ANY ACTION PURSUANT TO SECTION 28 BELOW TO COLLECT ATTORNEYS' FEES INCURRED BY PURCHASER IN (i) BRINGING ANY SPECIFIC PERFORMANCE ACTION THAT MAY BE PERMITTED UNDER THIS SECTION 9(a) OR, (ii) BRINGING ANY OTHER ACTION THAT MAY BE PERMITTED UNDER THIS AGREEMENT.

(b) **DEFAULT BY PURCHASER.** IF PURCHASER DEFAULTS IN THE PERFORMANCE OF ITS OBLIGATION TO CLOSE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, AND PURCHASER FAILS TO CURE THE DEFAULT PRIOR TO THE EARLIER OF TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTICE THEREOF FROM SELLER OR THE THEN SCHEDULED CLOSING DATE, SELLER WILL BE DAMAGED AND, SUBJECT TO THE LAST PARAGRAPH OF THIS SECTION 9(b), SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT SHALL BE TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE DELIVERED TO PURCHASER AND THE TITLE COMPANY. EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING SENTENCE, SELLER SHALL NOT HAVE THE RIGHT TO RECOVER DAMAGES OF ANY KIND OR TO OBTAIN OTHER EQUITABLE RELIEF, INCLUDING, WITHOUT LIMITATION, ANY EQUITABLE ADJUSTMENT TO THE TERMS OF THE SALE OF THE SUBJECT PROPERTY; PROVIDED, HOWEVER, THAT THE PARTIES

AGREE THAT, IN NO EVENT, SHALL THIS PROVISION APPLY TO ANY BREACH OF PURCHASER'S INDEMNITY OBLIGATIONS UNDER ANY INDEMNITY PROVISIONS OF THIS AGREEMENT, ANY OBLIGATION OF PURCHASER WHICH IS TO SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR TO ANY ACTION PURSUANT TO SECTION 28 BELOW TO COLLECT ATTORNEYS' FEES INCURRED BY SELLER IN BRINGING ANY ACTION AS MAY BE PERMITTED UNDER THIS SECTION 9(b) OR BRINGING ANY OTHER ACTION THAT MAY BE PERMITTED UNDER THIS AGREEMENT.

10. **Damage.** If, prior to the Closing Date, all or any part of the Improvements are substantially damaged by fire or other casualty, Seller shall promptly give notice to Purchaser of such fact. Thereafter, at Purchaser's option (to be exercised by Purchaser's written notice to Seller given within fifteen (15) days after Seller's initial notice to Purchaser), this Agreement shall terminate with respect to the Subject Property. In the event of any such termination of this Agreement, neither party will have any further obligations under this Agreement (other than the Surviving Indemnity Obligations, which obligations shall survive any such termination), that Purchaser shall, at the request of Seller, execute any document reasonably requested by Seller to evidence such termination including, without limitation, a quit claim deed. If Purchaser fails to elect to terminate this Agreement (in the manner provided in this Section 10) despite such damage, or if the Improvements are damaged but not substantially, Seller shall promptly commence to repair such damage or destruction and to return the damaged Improvements to substantially their condition prior to such damage. If such damage shall be completely repaired prior to the Closing Date, then there shall be no reduction in the Purchase Price, and Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date, but Seller is diligently proceeding to repair, then there shall be no reduction in the Purchase Price and Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage; provided, however, that Purchaser shall have the right to delay the Closing Date until repair is completed. For purposes of this Section 10, the phrase "substantially damaged" means damage in excess of One Hundred Thousand and No/100 Dollars ($100,000.00).

11. **Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any substantial part of the Subject Property, Seller shall immediately give notice to Purchaser of such fact and, at Purchaser's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate with respect to the Subject Property. In the event of any such termination, neither party will have further obligations under this Agreement (other than the Surviving Indemnity Obligations, which obligations shall survive any such termination), except that Purchaser shall, at the request of Seller, execute any document reasonably requested by Seller to evidence such termination including, without limitation, a quit claim deed. If Purchaser fails to elect to terminate this Agreement in the manner provided in this Section 11, then there shall be no reduction in the Purchase Price, and Seller shall assign to Purchaser at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that if any action is necessary with respect to such proceeding to avoid any forfeiture or material prejudice, Seller shall be entitled to take such action as and to the extent necessary without

obtaining Purchaser's prior written consent. For purposes of this Section 11, the words "substantial part" means that the portion of the Subject Property to be so taken gives rise to an award in excess of One Hundred Thousand and No/100 Dollars ($100,000.00).

12. **Broker's Commissions.** Seller and Purchaser each represent to the other party that in connection with the transaction contemplated hereby, no third party broker or finder has been engaged or consulted by Seller or Purchaser or is entitled to compensation or commissions in connection herewith. Seller shall defend, indemnify and hold harmless Purchaser from and against any and all claims of brokers, finders or any like third party claiming any right to commissions or compensation by or through acts of Seller in connection herewith. Purchaser represents to Seller that in connection with the transaction contemplated hereby, no third party broker or finder has been engaged or consulted by Purchaser or is entitled to compensation or commissions in connection herewith. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all claims of brokers, finders or any like party claiming any right to commissions or compensation by or through acts of Purchaser in connection herewith. The indemnity obligations hereunder, in favor of both Seller and Purchaser, shall include, without limitation, all damages, losses, risks, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from and related to matters being indemnified hereunder; provided, however, that the total liability of Seller with respect to the foregoing shall be subject to the conditions and limitations set forth in Section 5(b) hereof. No broker, finder or like party shall be entitled to rely (as a third-party beneficiary or otherwise) on the provisions herein in claiming any right to commissions or compensation or otherwise. This Section 12 shall survive the expiration or termination of this Agreement or the Closing for six (6) months following the date of Closing.

13. **Environmental Disclosure**. Seller hereby discloses that the Subject Property may contain or have contained such hazardous materials (if any) as described in the environmental reports and correspondence listed on Exhibit C attached hereto and made a part hereof (collectively, the "Reports"). Purchaser acknowledges receipt of the Reports prior to the Effective Date hereof. Prior to Closing, Seller agrees to reasonably cooperate with the Purchaser in connection with Purchaser's efforts to obtain reliance letters or other certifications from environmental consultants with respect to the Reports.

Without limiting the generality of the foregoing, upon Closing Purchaser shall be deemed to have assumed, and agrees to perform, each and all of the terms, covenants, conditions, obligations, and remedial measure set forth in that certain Response Action Plan & Construction Contingency Plan dated September 16, 2019, prepared by WSB, project no. R-014750-000, as approved by the Minnesota Pollution Control Agency ("MPCA") pursuant to that Approval of Response Action Plan / Construction Contingency Plan letter dated October 31, 2019, MPCA Site ID BF0001283 (together with all other agreements, memoranda, understandings, and correspondence related thereto, collectively the "Response Action Plan"). Purchaser acknowledges and agrees that Seller has made no representation, warranty, commitment, or undertaking of any kind whatsoever concerning Purchaser's ability to obtain a "No Further Action" or other limitation of liability letter from the MPCA, provided that the Seller agrees to reasonably cooperate with the Purchaser regarding the same.

Notwithstanding the immediately preceding paragraph, Seller shall reimburse Purchaser for Purchaser's actual and reasonable third-party costs incurred exclusively in connection with

Purchaser's performance of the Response Action Plan following the Closing (the "RAP Costs"), provided that: (i) such costs are incurred by Purchaser and invoiced to Seller no later than twelve (12) months following the Closing Date; (ii) Purchaser shall furnish to Seller, with each invoice, reasonable evidence substantiating the nature of the work performed, the cost therefor, and Purchaser's prior payment thereof; and (iii) Purchaser shall, upon Seller's request, execute any and all assignments, transfers, conveyances, or other instruments requested by Seller for the purpose of conveying to Seller all right, title, or interest of Purchaser to reimbursement of such costs from applicable governmental funding sources including, without limitation, the Minnesota Petroleum Tank Release Cleanup Fund (Petrofund). In the event Seller is not eligible to apply for reimbursements from any such governmental funding source, Purchaser shall take all reasonable action necessary to apply for and receive reimbursements from such governmental funding source and, to the extent Purchaser has previously received reimbursement from Seller for any costs so recovered, Purchaser shall promptly remit the amount of such recovery to Seller.

In addition to Seller's obligation to reimburse Purchaser for the RAP Costs pursuant to the immediately preceding paragraph, the Seller agrees to indemnify, defend, and hold Purchaser harmless from all liabilities, claims, demands, suits, judgments, losses, and damages relating to any hazardous materials that may be on, about, or within the Subject Property, provided that: (i) said liabilities, claims, demands, suits, judgments, losses, and damages are not related to the negligence or intentional misconduct of Purchaser or any Purchaser Reliance Party, or their respective contractors; (ii) said liabilities, claims, demands, suits, judgments, losses, and damages result from an obligation of Purchaser or any Purchaser Reliance Party to remediate such hazardous materials under applicable environmental law; (iii) in the event alternative remediation approaches are available to Purchaser or any Purchaser Reliance Party to satisfy applicable environmental law, Purchaser or such Purchaser Reliance Party has selected the least expensive alternative; (iv) the indemnity obligation of Seller hereunder has matured no later than two (2) years following the Closing Date (the "Indemnity Expiration Date") and Purchaser or any Purchaser Reliance Party shall have given written notice to Seller of such matured indemnity obligation no later than the Indemnity Expiration Date, which written notice shall specify with particularity the remediation obligation to which such claim relates; and (v) Seller's indemnification hereunder shall accrue to, and be enforceable by, the Purchaser and any Purchaser Reliance Party only, and shall not be assignable by the Purchaser or any Purchaser Reliance Party to, accrue to the benefit of, or be enforceable by, any third-parties (including any successors or assigns in title to the Subject Property). As used herein, the term "Purchaser Reliance Party" means any lender of Purchaser who succeeds to title to the Subject Property through the foreclosure of such lender's mortgage on the Subject Property or receipt by such lender of a deed-in-lieu of foreclosure.

The provisions of this Section 13 shall survive and remain enforceable following the Closing.

14. **Assignment.** Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which may be withheld in Seller's sole discretion. Any assignment shall be subject to all the provisions, terms, covenants and conditions of this Agreement and the assignor shall, in any event, continue to be and remain liable under this Agreement, as it may be amended from time to time, as a principal and not as a surety, without notice to such assignor. Any such assignment and assumption shall be evidenced by a written agreement in form and substance reasonably acceptable to Seller.

15. **Notices.** Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by nationally recognized overnight courier guaranteed next business day delivery, by email, or by personal delivery, properly addressed as follows:

If to Seller:	City of North Saint Paul 2400 Margaret Street North North Saint Paul, MN 55109 Attn: Scott Duddeck, City Manager Email: scott.duddeck@northstpaul.org
With a copy to:	Taft Stettinius & Hollister LLP 2200 IDS Center 80 South 8th Street Minneapolis, MN 55402 Attn: Mary Ippel Email: mippel@taftlaw.com
If to Purchaser:	North St. Paul Land & Development Co., LLC 2556 East 7th Avenue North St. Paul, MN 55109 Attn: _____ Email: _____
With a copy to:	Bridge Law Group 2900 Washington Avenue North Minneapolis, MN 55411-1630 Attn: David Buelow Email: Dave@BridgeAttorneys.com

All notices shall be deemed given one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery or by email delivered before 5:00 p.m. Central Time (and the following business day if the email is delivered after 5:00 p.m. Central Time). Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

16. **Captions.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

17. **Entire Agreement; Modification.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained, and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded and of no further force and effect. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

20. **Severability.** The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

21. **"As Is" Sale.** PURCHASER ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT (A) NEITHER SELLER, NOR ANY OWNER, PRINCIPAL, AGENT, ATTORNEY, EMPLOYEE, BROKER, OR OTHER REPRESENTATIVE OF SELLER, HAS MADE ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT PROPERTY OR ANY MATTER RELATED THERETO, AND (B) PURCHASER IS NOT RELYING ON ANY WARRANTY, REPRESENTATION, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE SUBJECT PROPERTY, AND THAT PURCHASER IS ACQUIRING THE SUBJECT PROPERTY IN ITS "AS-IS" CONDITION WITH ALL FAULTS, AND (C) PURCHASER RELEASES SELLER, ITS PAST, PRESENT AND FUTURE EMPLOYEES, PARTNERS, OFFICERS, DIRECTORS, ATTORNEYS, AGENTS, ADMINISTRATORS, REPRESENTATIVES AND PREDECESSORS AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, EXECUTORS AND ADMINISTRATORS, AGENTS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AFFILIATES AND ALL PERSONS ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THEM (COLLECTIVELY, THE "RELEASEES") AND EVERY ENTITY AFFILIATED WITH SELLER AND RELEASEES, FROM ALL ACTIONS, CAUSES OF ACTIONS, SUITS, DEBTS, LIENS, CONTRACTS, AGENTS, OBLIGATIONS, PROMISES, RIGHTS, DEMANDS, CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES, COSTS AND EXPENSES INCLUDING ATTORNEYS' FEES, OF ANY NATURE WHATSOEVER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FIXED OR CONTINGENT, WHICH PURCHASER NOW HAS, OWNS, HOLDS OR CLAIMS TO HAVE, OWN OR HOLD, OR AT ANY TIME HERETOFORE HAD, OWNED, HELD, OR CLAIMED TO HAVE, OWN OR HOLD, AGAINST SELLER AND THE RELEASEES, RELATING TO THE CONDITION OF THE SUBJECT PROPERTY. IN PARTICULAR, BUT WITHOUT LIMITATION, EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OF THE SUBJECT PROPERTY, ANY PATENT OR LATENT DEFECTS AFFECTING THE SUBJECT PROPERTY OR ANY OTHER ASPECT OF THE SUBJECT PROPERTY, INCLUDING ANY ENTITLEMENTS FOR THE SUBJECT PROPERTY, ANY GOVERNMENTAL LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL LAWS, ZONING AND LAND USE LAWS AND REGULATIONS, COVENANTS, CONDITIONS OR RESTRICTIONS, WHETHER OR NOT OF RECORD, TO WHICH THE SUBJECT PROPERTY MAY BE SUBJECT, THE DEVELOPMENT, USE, CONSTRUCTION, MANAGEMENT OR OCCUPATION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE IMPROVEMENTS CONSTRUCTED THEREON, THE PRESENCE OF ANY HAZARDOUS MATERIALS UNDER OR IN THE VICINITY OF THE SUBJECT PROPERTY AND ANY HAZARDOUS MATERIAL EFFECTS,

OR ANY OTHER MATTER RELATING TO THE SUBJECT PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER HAS CONDUCTED OR WILL CONDUCT ITS OWN INVESTIGATIONS AND STUDIES OF THE SUBJECT PROPERTY AND ALL ASPECTS THEREOF, INCLUDING WITHOUT LIMITATION THE SUBJECT PROPERTY'S CHARACTERISTICS, ITS PHYSICAL CONDITION (INCLUDING ANY DEFECTS THEREIN), ALL LEGAL REQUIREMENTS APPLICABLE THERETO, THE OPERATION AND USE THEREOF, THE ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY AND ALL MATTERS DESCRIBED IN THE PRECEDING SENTENCE; IF FOR ANY REASON WHATSOEVER PURCHASER IS PRECLUDED BY SELLER FROM CONDUCTING SUCH INVESTIGATIONS AND STUDIES, PURCHASER SHALL BE REQUIRED TO GIVE WRITTEN NOTICE THEREOF TO SELLER PRIOR TO THE CONTINGENCY DATE. PURCHASER'S WAIVERS APPLY TO ALL CLAIMS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ABSOLUTE OR CONTINGENT, AND WHETHER OR NOT DISCOVERABLE BY PURCHASER, THAT PURCHASER NOW HOLDS OR MAY HOLD AT ANY TIME IN THE FUTURE.

PURCHASER ACKNOWLEDGES AND AGREES THAT: (A) PURCHASER IS AN EXPERIENCED AND SOPHISTICATED OWNER OF REAL PROPERTY; (B) PURCHASER HAS EXPRESSLY NEGOTIATED THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION; AND (C) THE LIMITATIONS CONTAINED IN THIS SECTION ARE REASONABLE. PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS AGREED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION FOR AND IN RELIANCE UPON THE FOREGOING LIMITATIONS OF LIABILITY, AND THAT THE CONSIDERATION UNDER THIS AGREEMENT IS BASED IN PART ON THE LIMITATIONS OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL APPLY TO ANY CLAIM, LOSS OR DAMAGE, IRRESPECTIVE OF ITS CAUSE OR ORIGIN, AND REGARDLESS OF WHETHER IT IS BASED ON STRICT LIABILITY OR RESULTS FROM THE PASSIVE OR ACTIVE NEGLIGENCE OF SELLER AND/OR ANY RELEASEES.

22. **Time of Essence.** Time is of the essence of this Agreement.

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

24. **Interpretation**. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. **Tax Deferred Exchange.** Purchaser and Seller or their permitted assigns, have the right to structure the sale of the Subject Property as part of one or more deferred exchanges in accordance with the provisions of Section 1031 of the Internal Revenue Code. Purchaser and Seller will make reasonable efforts to cooperate with any such exchange requested by the other, including without limitation executing consents to assignments and other documents reasonably requested by the exchanging party; provided that: (i) the Closing Date hereunder will not thereby be delayed,

(ii) the cooperating Purchaser or Seller, as the case may be, does not incur any additional expense or liability, nor assume any personal liability in connection with a request by the other party to cooperate with said exchange, (iii) the exchanging party shall not be released from its obligations under this Agreement if the exchanging party's exchange fails for any reason, and the exchanging party shall remain obligated under this Agreement, (iv) the cooperating party shall not be required to acquire title to any other real property (other than the Subject Property), and (v) the exchanging party shall indemnify, defend and hold the cooperating party harmless from and against all expenses, losses, costs (including, without limitation, reasonable attorneys' fees), damages and claims resulting from the exchanging party's exchange or attempted exchange. The cooperating party hereby disclaims any responsibility for the qualification of the transactions contemplated by this Agreement as a tax-deferred exchange under Internal Revenue Code Section 1031, as amended, and the exchanging party agrees that the cooperating party shall not be liable for any tax liability, interest or penalties arising thereunder by virtue of the cooperating party's cooperation in the consummation of any such exchange or attempted exchange.

26. **Return of Documents; Confidentiality.** In the event that this Agreement is terminated or cancelled without Purchaser acquiring the Subject Property pursuant to the terms hereof, Purchaser shall, within five (5) business days thereafter, deliver to Seller all due diligence materials delivered by Seller to Purchaser. Prior to the Closing, Purchaser agrees not to disclose any due diligence materials to third parties, except that Purchaser may disclose such information to (i) those employed or engaged by Purchaser in connection with Purchaser's due diligence investigations, (ii) to Purchaser's attorneys, potential lenders, title and escrow officers and others involved in connection with the transactions described in this Agreement, (iii) to Purchaser's directors, officers, shareholders and partners, (iv) to the extent required by law, subpoena or court order. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorney's fees) asserted against or incurred by Seller as a result of any violation of, or failure to comply with this Section 26. The obligations in this Section 26 shall survive Closing or termination of this Agreement.

27. **IRS Reporting Requirements.** Seller and Purchaser acknowledge and agree that Section 6045(e) of the Internal Revenue Code of 1986 requires that notice of the sale and purchase of the Subject Property described in this Agreement, be provided to the Internal Revenue Service (the "IRS") by preparation of and filing with the IRS of one or more IRS Form 1099-B; and further, Seller and Purchaser agree to furnish and provide the Title Company any and all information and documentation, including without limitation the Designation Agreement, that the Title Company may require in order for the Title Company to (a) comply with all instructions to the IRS Forms 1099-B in the preparation thereof, and (b) prepare and timely file with the IRS said IRS Forms 1099-B with respect to this transaction.

28. **Attorneys' Fees.** If either party commences an action against the other to enforce this Agreement or because of the breach by either party of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney fees, costs, and expenses (including expert fees and costs) incurred in connection with the prosecution or defense of such action, including any appeal, in addition to all other relief.

29. **WAIVER OF TRIAL BY JURY.** THE RESPECTIVE PARTIES HERETO SHALL AND HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AND AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE OR OTHERWISE.

30. **Limitation on Damages.** Neither party to this Agreement is liable to the other for any consequential, special or punitive damages under this Agreement, including, without limitation, lost profits.

31. **Electronic Signatures.** Facsimile or signatures transmitted by electronic mail in so-called "PDF" format to this Agreement or any amendment thereto shall be valid and enforceable as original signatures.

32. **Schedule and Exhibits.** The following schedule and exhibits are made a part hereof, with the same force and effect as if specifically set forth herein:

Schedule 1	-	Due Diligence Materials
Exhibit A	-	Legal Description
Exhibit B	-	Form of Limited Warranty Deed
Exhibit C	-	List of Environmental Reports

[Signature Pages Follow]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase Agreement as of the day and year first above written.

SELLER:

CITY OF NORTH SAINT PAUL, MINNESOTA, a municipal corporation under the laws of the State of Minnesota

By: _____

_____

Its: _____

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase Agreement as of the day and year first above written.

PURCHASER:

NORTH ST. PAUL LAND & DEVELOPMENT CO., LLC, a Minnesota limited liability company

By: _____

_____

Its: _____

SCHEDULE 1

List of Due Diligence Materials

1. Geotechnical Report dated April 24, 2019, prepared by WSB, project no. 013797-000.

2. Certificate of Survey dated May 9, 2019, prepared by E.G. Rud & Sons, Inc., Job. No. 19094BT, for the Land and other real property.

EXHIBIT A

Legal Description

PARCEL 1:

Lots 18, 19, 20, 21, 22, 23, 24 and 25, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.

2526 – 7th Avenue East
North Saint Paul, MN 55109
PID: 12-29-22-42-0087

PARCEL 2:

Lot 30, Block 1, Second Addition to North Saint Paul except the Southwesterly 2 feet thereof, Ramsey County, Minnesota,

AND

That portion of the Southwesterly 2 feet of said Lot 30, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota described as follows: Commencing at the point of intersection of the northeasterly line of the southeasterly 2.00 feet of said Lot 30 with the easterly line of said Lot 30, as evidenced by a drill hole; thence North 30 degrees 05 minutes 00 seconds West (basis of Bearings: the southwesterly line of said Lot 30 has an assumed bearing of North 30 degrees 05 minutes 00 seconds West) along the northeasterly line of the southwesterly 2.00 feet of said Lot 30, as evidenced by drill holes at both terminus points, for a distance of 14.77 feet to the point of beginning of the land to be described; thence South 59 degrees 48 minutes 37 seconds West 1.02 feet; thence North 30 degrees 11 minutes 23 seconds West 47.35 feet; thence North 59 degrees 48 minutes 37 seconds East 1.11 feet to a point on the northeasterly line of the southwesterly 2.00 feet of said Lot 30; thence South 30 degrees 05 minutes 00 seconds West, along the northeasterly line of the southwesterly 2.00 feet of said Lot 30, a distance of 47.35 feet to the point of beginning.

2536 7th Avenue East
North Saint Paul, MN 55109
PID: 12-29-22-42-0151

PARCEL 3:

Lot 31, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.

XXX Margaret Street
North Saint Paul, MN 55109
PID: 12-29-22-42-0093

EXHIBIT B

Form of Deed

[ATTACHED]

(Top 3 inches reserved for recording data)

LIMITED WARRANTY DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.2.9 (2013)

eCRV Number: _____

DEED TAX DUE: $_____ DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, the **CITY OF NORTH SAINT PAUL, MINNESOTA**, a municipal corporation organized and existing under the laws of the State of Minnesota ("**Grantor**"), hereby conveys and quitclaims to **NORTH ST. PAUL LAND & DEVELOPMENT CO., LLC**, a Minnesota limited liability company ("**Grantee**"), real property in **Ramsey** County, Minnesota, legally described as follows:

See Exhibit A attached hereto.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT: See Exhibit B attached hereto.

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:

CITY OF NORTH SAINT PAUL, MINNESOTA, a municipal corporation organized and existing under the laws of the State of Minnesota

By: _____
(*signature*)

Its: _____
(type of authority)

State of Minnesota)
) ss
County of _____)

This instrument was acknowledged before me on _____, by _____ as _____ of **CITY OF NORTH SAINT PAUL, MINNESOTA**, a municipal corporation organized and existing under the laws of the State of Minnesota, on behalf of said municipal corporation.

(Stamp)

_____
(signature of notarial officer)

My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Taft Stettinius & Hollister LLP (LJF)
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO: *(insert legal name and residential or business address of Grantee)*

_____
_____
_____
_____
_____

EXHIBIT A TO LIMITED WARRANTY DEED

Legal Description

PARCEL 1:

Lots 18, 19, 20, 21, 22, 23, 24 and 25, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.

PARCEL 2:

Lot 30, Block 1, Second Addition to North Saint Paul except the Southwesterly 2 feet thereof, Ramsey County, Minnesota,

AND

That portion of the Southwesterly 2 feet of said Lot 30, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota described as follows: Commencing at the point of intersection of the northeasterly line of the southeasterly 2.00 feet of said Lot 30 with the easterly line of said Lot 30, as evidenced by a drill hole; thence North 30 degrees 05 minutes 00 seconds West (basis of Bearings: the southwesterly line of said Lot 30 has an assumed bearing of North 30 degrees 05 minutes 00 seconds West) along the northeasterly line of the southwesterly 2.00 feet of said Lot 30, as evidenced by drill holes at both terminus points, for a distance of 14.77 feet to the point of beginning of the land to be described; thence South 59 degrees 48 minutes 37 seconds West 1.02 feet; thence North 30 degrees 11 minutes 23 seconds West 47.35 feet; thence North 59 degrees 48 minutes 37 seconds East 1.11 feet to a point on the northeasterly line of the southwesterly 2.00 feet of said Lot 30; thence South 30 degrees 05 minutes 00 seconds West, along the northeasterly line of the southwesterly 2.00 feet of said Lot 30, a distance of 47.35 feet to the point of beginning.

PARCEL 3:

Lot 31, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.

EXHIBIT B TO LIMITED WARRANTY DEED

Permitted Exceptions

1. All matters which a complete and accurate survey of the land would disclose;

2. Any and all liens not yet delinquent for real property and personal property taxes and for general and special assessments against the property;

3. Building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the property; and

4. Declarations, easements, covenants, conditions, and restrictions of record.

EXHIBIT C

List of Environmental Reports

1. Investigation Report – Petroleum Remediation Program (MPCA) dated August 19, 2019, prepared by WSB, MPCA Site ID LS0020932.

2. Response Action Plan & Construction Contingency Plan dated September 16, 2019, prepared by WSB, project no. R-014750-000.

3. Approval of Response Action Plan / Construction Contingency Plan (MPCA) letter dated October 31, 2019, MPCA Site ID BF0001283.

4. Petroleum Tank Release Liability (MPCA) letter dated November 13, 2019, MPCA Site ID LS0020932 (BF0001283).

5. Soil Vapor Sampling Results – Heating and Non-Heating Season (WSB) letter dated January 2, 2020, MPCA Site ID BF0001283.

6. Retroactive No Association Determination for Past Actions (MPCA) letter dated January 13, 2020, MPCA Site ID BF0001283.

7. Phase I Environmental Site Assessment dated April 2019, prepared by WSB, project no. 013797-000.

8. Limited Phase II Environmental Site Assessment dated April 2019, prepared by WSB, project no. 013797-000.

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2020-xxx

RESOLUTION APPROVING LAND SALE BETWEEN THE CITY OF NORTH ST. PAUL AND NORTH ST. PAUL DEVELOPMENT CO., LLC FOR THE DEVELOPMENT OF AN 89 UNIT MARKET RATE APARTMENT BUILDING WITH RETAIL SPACE

WHEREAS, the City of North St. Paul ("City") has received a Purchase Agreement between the City and North St. Paul Land & Development Co., LLC. For the development of an 89 unit market rate apartment building with 3,000 square feet of retail space.

WHEREAS, The City of North St. Paul agrees to sell to North St. Paul Land & Development Co., LLC. certain parcels of real estate as describe and located in North St. Paul, Ramsey County, Minnesota, legally described as:

PARCEL 1:
Lots 18, 19, 20, 21, 22, 23, 24 and 25, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.

PARCEL 2:

Lot 30, Block 1, Second Addition to North Saint Paul except the Southwesterly 2 feet thereof, Ramsey County, Minnesota,

PARCEL 3:

Lot 31, Block 1, Second Addition to North Saint Paul, Ramsey County, Minnesota.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL,

ADOPTED this 20th day of October 2020.

Motion by Council Member
Second by Council Member

Voting: Aye:
Nay:
Abstain:
Absent:

_____
Terrence J. Furlong, Mayor

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