

Exhibit DD

Form of Housing Declaration (Market Rate)

DECLARATION OF COVENANTS AND RESTRICTIONS

(Ford Site)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the ____ day of _____, 20__ (the "Effective Date"), by _____ (together with any successor fee title owner of the Property defined below, "Declarant").

Recitals:

A. Declarant is the owner of certain real property situated in the City of Saint Paul (the "City"), County of Ramsey, State of Minnesota, and legally described in the attached **Exhibit A** (the "Property"), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the "Redevelopment Area").

B. The Redevelopment Area and Property are subject to the "Ford Site Zoning and Public Realm Master Plan" adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the "Master Plan").

C. The Redevelopment Area and Property is also currently subject to that certain Redevelopment Agreement (the "Redevelopment Agreement") dated December __, 2019 and entered into by and among the City, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), and Project Paul, LLC, a Delaware limited liability company ("Developer"), pursuant to which Developer will construct and install certain infrastructure improvements within the Redevelopments Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. In accordance with the Master Plan and the Redevelopment Agreement, Developer is responsible to ensure that at least 20% of the aggregate housing units constructed in the Redevelopment Area (i.e. approximately [763] of approximately [3,807] total) (the "Total Affordability Requirement") must be available for rent or for purchase at rates specified therein considered affordable to certain low- and moderate-income households (each an "Affordable Unit" and, collectively, the "Affordable Units") in accordance with affordability standards as determined and announced from time to time by the U.S. Department of Housing and Urban Development ("HUD").

E. As set forth in the Affordable Housing Schedule attached as Exhibit __ to the Redevelopment Agreement, Declarant anticipates that the Property will be improved with a multifamily rental housing project (the "Housing Project") consisting of [___] housing units (the "Project Units"), of which at least [___] of such housing units will be Affordable Units (the "Project Affordable Units").

F. In partial satisfaction of the Total Affordability Requirement, Declarant has agreed to enter into this Declaration and thereby impose certain restrictive covenants upon the Property to ensure that the Project Affordable Units will remain affordable to certain low- and moderate-income households, all upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, Declarant makes the following declaration, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on all parties in interest and their respective successors and assigns:

1. Use Restriction. During the period commencing on the date hereof and terminating on the latest of (i) the 30th anniversary of the date hereof, or (ii) the latest date that any tax increment financing district, established on the Property prior to the commencement of construction of the Housing Project, is terminated in accordance with Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), or (iii) the 30th anniversary of the date a certificate of occupancy is issued by the City for all Project Units (the “Qualified Project Period”), without the prior written approval of the City and the Authority, the Property shall not be used for any purpose other than a multifamily rental housing facility meeting the requirements set forth in Section 2 hereof; provided that such multifamily rental housing facility may be incorporated into a mixed use facility.

2. Occupancy Requirements and Restrictions.

(a) Project Affordable Units. The Project Affordable Units will consist of the following:

(i) at least 1% of the Project Units will be reserved for households who have a combined gross annual income which does not exceed 60% of AMI (each a “60% Unit”); provided that, prior to commencing construction of the Housing Project and closing on the financing thereof, such percentage may be adjusted, and Declarant shall record an amendment to this Declaration as necessary to meet the Total Affordability Requirement and conform to the Affordable Housing Schedule attached as Exhibit __ to the Redevelopment Agreement, as modified from time to time in accordance with the Section 9.1(d) Redevelopment Agreement.

(ii) Project Affordable Unit types (size, number of bedrooms/bathrooms) should be proportionate to all non-Project Affordable Units and share the same entrance, common areas and amenities.

For purposes of this Declaration, “AMI” means the Area Median Income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area (including adjustments for household size), as determined by HUD. For purposes of clarity, the phrase “at least” means that any percentage above which results in a fractional number of Project Units shall be rounded up to the next highest whole number of Project Units.

(b) Qualifying Tenants. Each Project Affordable Unit shall be leased to and occupied (or held vacant and available for occupancy) for the duration of the Qualified Project Period only by a household who, at initial occupancy, has a combined gross annual income which does not exceed 60% of AMI (each a “Qualifying Tenant”). Each subsequent tenant of the Project Affordable Unit must be a Qualifying Tenant. If during their tenancy a Qualifying Tenant’s income exceeds 140% of the Median Income, the next available Project Unit (determined in accordance with the Code and applicable regulations) (the “Next Available Unit Rule”) must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next

Available Unit Rule is violated, the Project Unit will not continue to be treated as a Project Affordable Unit.

(c) Rental Rates. Each Project Affordable Unit shall bear annual rents not greater than the rental rate limits for the applicable Qualifying Tenant (adjusted for bedroom count, and including utilities) as determined and announced from time to time by HUD, such annual rents for the Project Affordable Units shall not be greater than 30% of 60% of AMI. During the Qualified Project Period, the form of lease to be utilized by Declarant in renting Project Affordable Units will provide that rental rates charged to any tenant of a Project Affordable Unit cannot be increased more than once in any 12-month period.

(d) Certification of Tenant Eligibility. No tenant household shall be approved by Declarant for initial occupancy of a Project Affordable Unit unless and until Declarant has determined (through verification of income, assets, expenses, and deductions) whether such tenant household is a Qualifying Tenant for the applicable Project Affordable Unit. Each person who is intended to be a Qualifying Tenant will be required at the commencement of the initial lease of a Project Affordable Unit to sign and deliver to Declarant a “Certification of Tenant Eligibility” substantially in the form attached as Exhibit B, or in any other form as may be approved in writing by the City or the Authority (the “Eligibility Certification”), in which the prospective tenant certifies as to qualifying as an applicable Qualifying Tenant. Eligibility Certifications may be obtained no more than 120 days before a Qualifying Tenant occupies a Project Affordable Unit. In addition, the person will be required to provide whatever other information, documents, or certifications are deemed reasonably necessary by the City to substantiate the Eligibility Certification. Eligibility Certifications will be maintained on file by Declarant with respect to each Qualifying Tenant who resides or resided in a Project Affordable Unit for a period of 10 years following the end of the Qualified Project Period. Declarant must re-examine and verify the income of each tenant household living in a Project Affordable Unit annually. No re-certification shall be required if a Qualifying Tenant moves to a different Project Unit.

(e) Leases. The form of lease to be utilized by Declarant in renting Project Affordable Units will provide for termination of the lease and consent by the tenant to eviction for failure to qualify as a Qualifying Tenant with respect to the applicable Project Affordable Unit as a result of any material misrepresentation made by the tenant with respect to the Eligibility Certification.

(f) Termination of Declaration. The term of this Declaration commences on the Effective Date and will expire upon the end of the Qualified Project Period.

3. Additional Covenants, Representations, and Warranties of Declarant.

(a) Annual Certification. Declarant shall prepare and submit to the City and the Authority, annually for approval on the basis of compliance with this Declaration, a certificate substantially in the form of the attached Exhibit C, executed by Declarant, (i) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants based on the Eligibility Certification prepared at initial occupancy of the Project Affordable Unit by the Qualifying Tenant, including the percentage of the Project Units which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of the certificate; (ii) describing all transfers or other changes in ownership of the Housing Project or any interest therein; and (iii) stating, that to the actual knowledge of the person executing the certificate, that all Project Affordable Units were rented or available for rental on a continuous basis during the year to Qualifying Tenants and that Declarant was not otherwise in default under this Declaration during the year. Such certification shall be

submitted each January 31 during the Qualified Project Period, commencing with the January 31 following the date a certificate of occupancy for the Housing Project is issued by the City. Annual Certifications will be maintained on file by Declarant for a period of 10 years following the end of the Qualified Project Period.

(b) Books and Records. Upon reasonable prior notice, Declarant will permit any duly authorized representative of the City or the Authority to inspect the books and records of Declarant pertaining to the income of Qualifying Tenants residing in the Housing Project.

(c) Section 8 Housing. Declarant shall accept tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq., or its successor. Declarant shall not adopt any policies specifically excluding rental to tenants holding Section 8 certificate/voucher holders solely because of the status of the prospective tenant as such a holder.

(d) Consents and Subordination. Declarant shall obtain the consent to this Declaration of any prior recorded lien-holder for the Property or the Housing Project and shall cause such liens to be subordinated to this Declaration. Declarant has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and that, in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations set forth herein and supersede any other document's provisions in conflict herewith.

(e) No Violation. The execution and performance of this Declaration by Declarant (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which Declarant is a party or by which it, the Property or the Housing Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

4. Enforcement. In the event of a violation by Declarant of any covenant or restriction in this Declaration, and such violation continues for a period of 30 days after written notice of such violation from the City or the Authority to Declarant, then the City and the Authority will be entitled to exercise the following remedies, in addition to any other remedies provided to the City or the Authority in any other agreement between the Declarant and either the City or the Authority:

(a) If the uncured violation relates to the covenants and restrictions set forth in Section 2(a) [Project Affordable Units], Section 2(b) [Qualified Tenants], and/or Section 2(c) [Rental Rates], with respect to one or more Project Affordable Units, then Declarant shall pay to the City, as liquidated damages in lieu of actual damages, an amount equal to two-times the annual market rent for a housing unit which is comparable to the applicable Project Affordable Unit(s) for each Project Affordable Unit to which such uncured violation relates. The City's acceptance of any liquidated damages pursuant to this subsection shall not constitute a waiver of Declarant's violation or prevent the City from exercising its remedies under clause (b) below. The parties agree that the liquidated damages described herein represent a reasonable estimate for the monetary damages the City would incur in the event of any such uncured violation.

(b) For any uncured violation of the covenants and restrictions of this Declaration the City or the Authority may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, or enforce specific performance by Declarant of the covenants and/or restrictions set forth in this Declaration.

(c) The City may withhold any site plan approvals or building permits for any proposed use of the Property which does not comply with Section 1 hereof.

In no event shall the Declarant be in default if the Declarant establishes that the noncompliance was due to fraudulent misrepresentations by a tenant, provided that the Declarant use commercially reasonable efforts to remove that tenant from the Project Affordable Unit as provided in the lease in accordance with Section 2(e).

No delay in enforcing the provisions of said covenants or restrictions as to any violation shall impair, damage or waive the right to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

5. Indemnification. Declarant hereby indemnifies, and agrees to defend and hold harmless, the City, the Authority and their respective officers, officials, employees, and agents, from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by Declarant to comply with the terms of this Declaration, or on account of any representation or warranty of Declarant contained herein being untrue.

6. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

7. Notices. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Declaration, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or overnight courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party:

If to Declarant:	The address of record for real property tax assessment notices with respect to the Property.
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If to the City or the Authority:	City of St. Paul (PED) City Hall Annex 25 West 4 th Street, Suite 1300 St. Paul, MN 55102 Attn: Director of Planning and Economic Development
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With a copy to: City of St. Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

8. Amendment. The provisions of this Declaration shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and the Authority and the then-current Declarant in accordance with Section 9.1(c) and (d) of the Redevelopment Agreement.

9. Governing Law. This Declaration is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

10. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Declarant to enforce the provisions of this Declaration, Declarant agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City or the Authority in connection with the action.

11. Covenants Running with the Land. Declarant intends, declares and covenants, on behalf of itself and all future owners and operators of the Property and the Housing Project, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property and the Housing Project (a) shall be and are covenants running with the Property and the Housing Project, encumbering the Property and the Housing Project, binding upon Declarant's successors in title and all subsequent owners and operators of the Property and the Housing Project; (b) are not merely personal covenants of Declarant; and (c) shall bind Declarant (and the benefits shall inure to the City and the Authority) and its respective successors and assigns.

12. Removal from Real Estate Records. Upon the expiration or termination of this Declaration, the City and the Authority will, upon request and at the expense of Declarant or its assigns, execute and deliver a termination of this Declaration to Declarant or its assigns for recording in the real estate records of Ramsey County, Minnesota.

13. Estoppel. In connection with financing or refinancing the costs of constructing the Housing Project, the City or the Authority will, upon written request from Declarant at least 30 days prior to the date of closing on such financing or refinancing, execute and deliver a statement either (A) certifying that (i) to its actual knowledge this Declaration is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); and (ii) that neither the City nor the Authority has notified Declarant that it is in default hereunder (or, if Declarant is in default, describing the nature of such default in reasonable detail) or (B) stating the additional information needed in order to respond to such request.

14. **[Insert for Mixed Use Property] Subdivision: Release of Alternate Housing Declaration.** Declarant acknowledges that, as of the Effective Date, the Property forms a “Mixed Housing Block” under the Redevelopment Agreement. As contemplated in the Redevelopment Agreement, Declarant anticipates that the Property, as a Mixed Housing Block, will be subdivided into two Lots, with one Lot being improved with an Affordable Rental Element (the “Affordable Lot”) and one Lot being improved with a Market Rate Rental Element (the “Market Rate Lot”). Declarant shall notify the City and the Authority of its application to subdivide the Property into the Affordable Lot and the Market Rate Lot, which such notice shall identify the portions of the Property proposed to be the Affordable Lot and the Market Rate Lot, as applicable. If the proposed subdivision does not comply with the Lot areas contained in the then-current Affordable Housing Schedule, Declarant shall simultaneously with such notice submit a proposed Affordable Housing Modification. Upon the completion of all conditions precedent to, and recording of, the subdivision of the Property into the Affordable Lot and the Market Rate Lot (and following the Authority’s and City’s approval of any applicable Affordable Housing Modification), this Declaration shall (i) continue in full force and effect solely with respect to the [Affordable Lot][Market Rate Lot] and (ii) automatically terminate, be released, and be of no further force or effect with respect to the [Affordable Lot][Market Rate Lot]. The City and Authority shall promptly prepare and execute such recordable instrument as Declarant may reasonably request to confirm the termination and release this Declaration from the [Affordable Lot][Market Rate Lot] which Declarant shall record in the applicable Recording Office at Declarant’s sole expense.

[Remainder of this page intentionally left blank; signature on following page]

Exhibit A

Legal Description of the Property

[To be inserted at time of execution]

Exhibit B

Form of Certification of Tenant Eligibility

TENANT INCOME CERTIFICATION

Initial Certification Recertification Other _____

Effective Date: _____
 Move-in Date: _____
 (MM/DD/YYYY)

PART I. DEVELOPMENT DATA			
Property Name: _____	County: _____	BIN #: _____	
Address: _____	Unit Number: _____	#Bedrooms: _____	

PART II. HOUSEHOLD COMPOSITION						
HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Last 4 Digits of Social Security No. if applicable
1						
2						
3						
4						
5						
6						
7						
8						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Mbr #	(A) Employment or Wages	(B) Social Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$ _____	\$ _____	\$ _____	\$ _____
Add totals from (A) through (D), above			TOTAL INCOME (E):	\$ _____

PART IV. INCOME FROM ASSETS				
HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$ _____	\$ _____
Enter Column (H) Total If over \$5,000 \$ _____ X Current Passbook Rate =		(J) Imputed Income		\$ _____
Enter the greater of the total of Column (I) or (J); imputed income			TOTAL INCOME FROM ASSETS (K)	\$ _____

(L) Total Annual Household Income from All Sources [Add (E) + (K)]			\$ _____
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HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ Signature	_____ (Date)	_____ Signature	_____ (Date)
_____ Signature	_____ (Date)	_____ Signature	_____ (Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	\$ 	Designated Income Restriction: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20% <input type="checkbox"/> ___%	RECERTIFICATION ONLY: Designated Income Limit x 140% (170% for Deep Rent Skewing): \$ _____ <i>(Designated Income Limit: 20-50 properties use 50%; 40-60 properties use 60%; Average Income Test properties use 60% for all units with income designations that are 60% or lower and actual unit designation for units at 70% and 80%)</i>
Current Income Limit per Family Size:	\$ _____		
Household Income at Move-in:	\$ _____		
Household Size at Move-in:	_____		
			Household is over income at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No

PART VI. RENT	
Tenant Paid Rent:	\$ _____
Utility Allowance:	\$ _____
Rental Assistance:	\$ _____
Other non-optional charges and mandatory fees:	\$ _____
Gross Rent For Unit (See Instructions):	\$ _____
Is the source of the Rental Assistance Federal? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, what is the source of the assistance?</i> _____ <i>If Yes, identify the type of Federal Rental Assistance:</i>	
<input type="checkbox"/> HUD Multi-Family Project-Based Rental Assistance (PBRA) <input type="checkbox"/> HUD Housing Choice Voucher (HCV-tenant based) <input type="checkbox"/> HUD Section 8 Moderate Rehabilitation <input type="checkbox"/> HUD Project-Based Voucher (PBV) <input type="checkbox"/> Public Housing Operating Subsidy <input type="checkbox"/> USDA Section 521 Rental Assistance Program <input type="checkbox"/> HOME Tenant Based Rental Assistance (TBRA) <input type="checkbox"/> Other Federal Rental Assistance	

PART VII. STUDENT STATUS		
ARE ALL OCCUPANTS FULL-TIME STUDENTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, enter Student Explanation* and attach documentation Enter 1-5	*Student Explanation 1. TANF assistance 2. Previously in state foster care system 3. Job Training Program 4. Single parent/dependent child 5. Married/joint return

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
a. Housing Credit <input type="checkbox"/>	b. HOME <input type="checkbox"/>	c. Tax-exempt Housing Bond <input type="checkbox"/>	d. National HTF <input type="checkbox"/>	e. _____ <input type="checkbox"/> <i>(Name of Program)</i>
See Part V above.	<i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> 30%/Poverty line <input type="checkbox"/> 50% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE _____ DATE _____

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I. Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., resyndication, a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous(re)certification. For acquisition/rehabilitation where existing tenants are being initially certified within 120 days of the date of acquisition, the effective date is the date of acquisition. Otherwise the effective date is the date the existing household signs the TIC.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the building identification number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the address of the building.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II. Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of household	S	-	Spouse
A	-	Adult co-tenant	F	-	Foster child(ren)/adult(s)
C	-	Child	O	-	Other
L	-	Live-in caretaker			

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than eight (8) occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III. Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
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- Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
- Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
- Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
- Row (E) Add the totals from columns (A) through (D), above. Enter this amount.

Part IV. Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third-party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- Column (F) List the type of asset (i.e., checking account, savings account, etc.).
- Column (G) Enter C (for current, if the family currently owns or holds the asset) or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
- Column (H) Enter the cash value of the respective asset. Cash value is the market value less expenses involved in converting the asset to cash.
- Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate). Anticipated income is the market value multiplied by the interest rate for the asset.
- TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by current passbook rate and enter the amount in (J), Imputed Income.

- Row (K) Enter the greater of the total in Column (I) or (J).
- Row (L) Total Annual Household Income from All Sources Add (E) and (K) and enter the total.

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than five (5) days prior to the effective date of the certification.

Part V. Determination of Income Eligibility

- Total Annual Household Income from All Sources Enter the number from item (L).
- Current Income Limit per Family Size Enter the Current Move-in Income Limit for the household size at the designated income limit for that unit.

Household Income at Move-In	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-In	On the adjacent line, enter the number of household members from the move-in certification.
Household Meets Income Restriction	Check the appropriate box for the income restriction that the household meets according to what is required by the minimum set-aside(s) for the project, including the specific unit designation for Average Income Test developments.
Current Income Limit x 140% (170% for Deep Rent Skewed)	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% (170% for Deep Rent Skewed) and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% (170% for Deep Rent Skewed) of the current income limit, then the available unit rule must be followed. For units designated at 50 percent or below in Average Income Test developments, use 60% limit for Current Income Limit.

Part VI. Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Rental Assistance	Enter the amount of rent assistance, if any.
Other Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of tenant paid rent plus utility allowance and other non-optional charges.
Source of Rental Assistance	Check whether the rental assistance is provided under a federal rental assistance program. If so, check the type of federal rental assistance in one of the boxes below. If the rental assistance is not provided under a federal rental assistance program, indicate the source of the assistance.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the minimum set-aside(s) for the project, including the specific unit designation for Average Income Test developments.

Part VII. Student Status

If all household members are full-time* students, check "yes." If at least one household member is not a full-time student, check "no."
 If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

**Full time is determined by the school the student attends.*

Part VIII. Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME Investment Partnerships (HOME) program, Tax-Exempt Housing Bond, Housing Trust Fund (HTF), or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property receives financing from the HOME program and the unit this household will occupy will count toward the HOME program set-asides, mark the appropriate box indicating the household's income designation for purposes of HOME.

- Housing Bond If the property receives financing from the tax-exempt Housing Bond program, mark the appropriate box indicating the household's income designation for purposes of the Housing Bond program.
- HTF If the property receives financing from HTF and this household's unit will count towards the HTF set-aside requirements, mark the appropriate box indicating the household's income designation for purposes of HTF.
- Other If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

Exhibit C

Form of Annual Certification

Certificate of
Continuing Program Compliance

Date: _____

The following information with respect to the Housing Project located at _____, St. Paul, Minnesota (the "Housing Project"), is being provided by _____ (the "Owner") to the City of St. Paul, Minnesota (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), pursuant to that certain Declaration of Covenants and Restrictions (Ford Site), dated _____, 2019 (the "Declaration"), with respect to the Housing Project:

(A) The total number of residential units which are available for occupancy is _____. The total number of these units occupied is _____.

(B) The following residential units (identified by unit number) are currently occupied by "Qualifying Tenants," as the term is defined in the Declaration (for a total of ___ units):

60% Units: _____

(C) The following residential units which are included in (B) above, have been re-designated as residential units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City and the Authority by the Owner:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Income as a Percentage of AMI	Rental Rate	Rent as a Percentage of Income	Date of Initial Occupancy
1								
2								
3								
4								
5								

6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

[expand to number of Project Affordable Units]

*Note: if vacant indicate if held available for Qualifying Tenant (as "Vacant-QT")

(E) The Owner has obtained a "Certification of Tenant Eligibility," in the form provided as **EXHIBIT B** to the Declaration, from the Qualifying Tenants in each unit listed in (D) above, and each such Certificate is being maintained by the Owner in its records with respect to the Housing Project.

(F) In renting the residential units in the Housing Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the Project Affordable Units have been rented pursuant to a written lease which provides that rental rates charged to any Qualifying Tenant of a Project Affordable Unit cannot be increased more than once in any 12-month period.

(G) The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any "Certification of Tenant Eligibility" obtained from the Qualifying Tenants in each unit listed in (D) above, is inaccurate or incomplete in any respect.

(H) The Housing Project is in continuing compliance with the Declaration.

(I) As set forth in (B) above, the Owner certifies that as of the date hereof at least the percentages required by Section 2(a) of the Declaration of the residential dwelling units in the Housing Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) The rental levels for each Qualifying Tenant comply with the maximum permitted under the Declaration.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Owner, on _____, 20__.

 By _____
 Its _____

CONSENT AND SUBORDINATION

The undersigned, _____, a _____, holder of that certain [Mortgage] executed by [_____, a _____], dated _____, 2019, filed _____, 2019, as Document No. _____, in the office of the County Recorder in and for Ramsey County, Minnesota, and filed _____, 20____, as Document No. _____, in the office of the Registrar of Titles in and for Ramsey County, Minnesota, in favor of _____ (the "Mortgage"), hereby consents to the foregoing Declaration of Covenants and Restrictions (Affordable Housing) (the "Declaration"), and hereby subordinates the Mortgage and all of its right, title and interest in the Property to the Declaration.

_____,
a _____

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

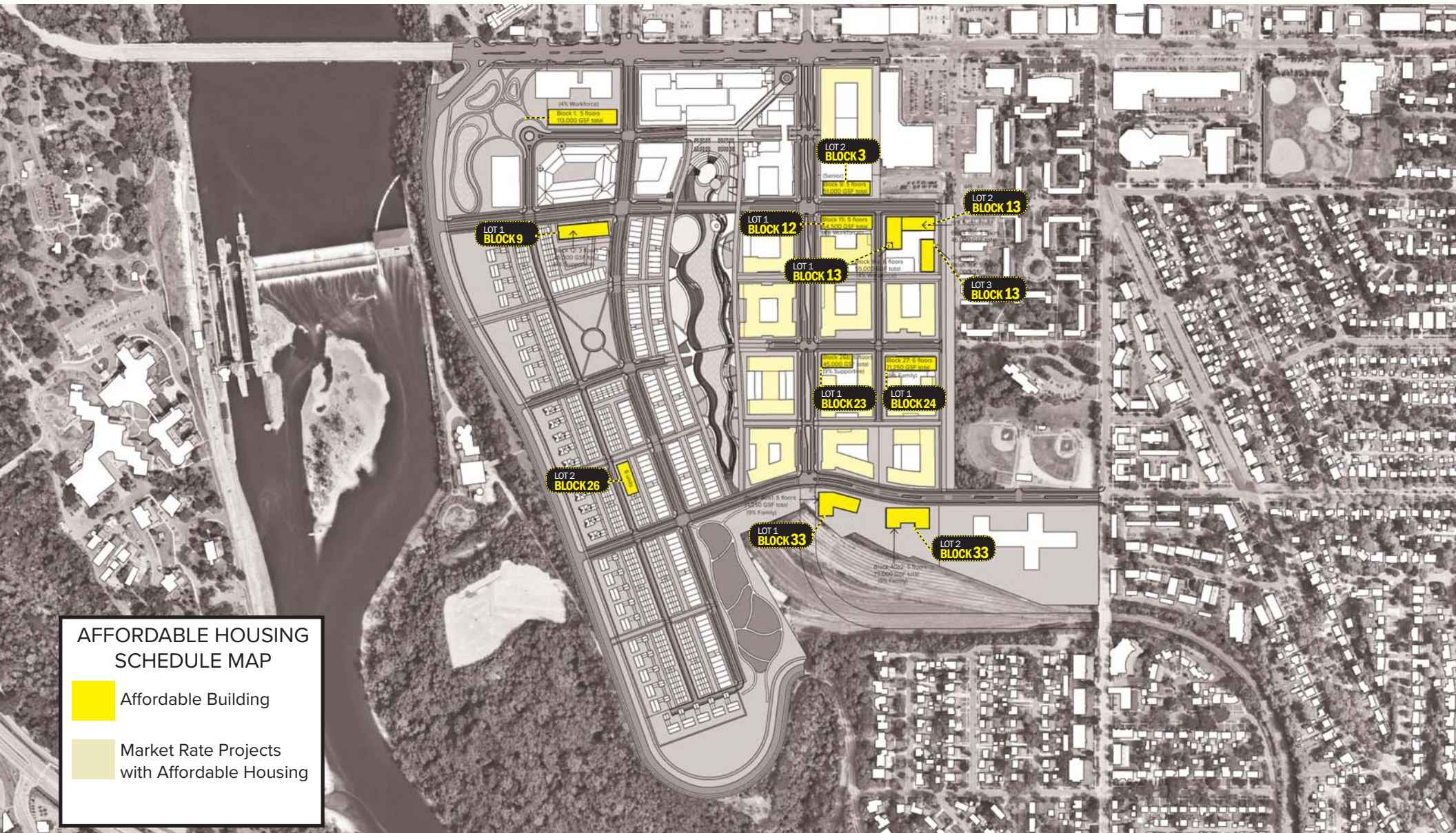
The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, the _____ of _____, a
_____, on behalf of the _____.

(Signature of Person Taking Acknowledgment)

Exhibit EE

Affordable Housing Schedule

[See attached.]



AFFORDABLE HOUSING SCHEDULE MAP

Affordable Building

Market Rate Projects with Affordable Housing

Lot/Block numbers as shown on Affordable Housing Schedule Map

NOTE: This is the preliminary Affordable Housing schedule as projected in Section 9.3 of the Redevelopment Agreement. Duration of affordability will be set forth in the Housing Declaration - "Affordable" for each project. Actual Affordable Housing production may vary and be modified over time in accordance with Section 9.3 of the Redevelopment Agreement.

Unit Production Schedule (by year of financial close & construction start)	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
<i>Stand Alone Supportive Housing - Youth, Singles, Seniors</i>																
		CBC Block 3, Lot 2 .53 Acres \$1,240,000*		CBC Block 9, Lot 1 .58 Acres \$1,180,000*				PPL Block 12a .51 Acres \$944,000*				PPL Block 23a .32 Acres \$737,500*		CBC Block 13c .34 Acres \$992,000*		
Units @ 30% AMI		58		56				56				56		58		
Units @ 50% AMI		4		3				3				3		4		
Units @ 60% AMI		0		0				0				0		0		
<i>Affordable Family Housing - some supportive units</i>																
						PPL Block 33a .99 Acres \$687,500*	CBC Block 33b .76 Acres \$687,500*									PPL Block 24a .51 Acres \$687,500*
Units @ 30% AMI						12		12								12
Units @ 50% AMI						43		43								43
Units @ 60% AMI						0		0								0
<i>General Affordable Housing</i>																
		PPL Block 1, Lot 2 .78 Acres \$2,580,000*		TCHFH rowhome Block 26										CBC Block 13a&b .99 Acres \$2,096,000*		
Units @ 30% AMI		53		0										7		
Units @ 50% AMI		18		0										26		
Units @ 60% AMI		58		6										98		
<i>General Affordable Housing - In Market Rate Projects - Listed by Block/Lot Number and (Total Housing Units) for that Block/Lot</i>																
			Market Rate B2/L2 (138 units) B3/L1 (200 units) B11/L1 (170 units)	Market Rate B2/L1 (149 units) B16/L1 (211 units)	Market Rate B12/L1 (149 units) B17/L1 (192 units)	Market Rate B18/L1 (197 units) B22/L1 (129 units) B28/L1 (176 units)	Market Rate B23/L1 (205 units) B24/L1 (159 units)	Market Rate B29/L1 (392 units)								
Market Rate Units			502	355	337	496	359	387								
Units @ 60% AMI			6	5	4	6	5	5								
Units @ 30% AMI		111	-	56		12		56			7			58		12
Units @ 50% AMI		22	-	3		43		3			26			4		43
Units @ 60% AMI		58	6	5	6	4	6	5			103			-		193
Total Units Per Year		191	6	64	6	59	61	64			136			62		763

* Reflects base land purchase price for Affordable Housing Parcel. Base price will remain fixed subject only to adjustment pursuant to Section 9.1 (c and e) of the Redevelopment Agreement.

Exhibit FF

Form of Housing Declaration (Affordable)

DECLARATION OF COVENANTS AND RESTRICTIONS

(Ford Site)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the ____ day of _____, 20__ (the "Effective Date"), by _____ (together with any successor fee title owner of the Property defined below, "Declarant").

Recitals:

A. Declarant is the owner of certain real property situated in the City of Saint Paul (the "City"), County of Ramsey, State of Minnesota, and legally described in the attached **Exhibit A** (the "Property"), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the "Redevelopment Area").

B. The Redevelopment Area and Property are subject to the "Ford Site Zoning and Public Realm Master Plan" adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the "Master Plan").

C. The Redevelopment Area and Property is also currently subject to that certain Redevelopment Agreement (the "Redevelopment Agreement") dated December __, 2019 and entered into by and among the City, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), and Project Paul, LLC, a Delaware limited liability company ("Developer"), pursuant to which Developer will construct and install certain infrastructure improvements within the Redevelopments Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. In accordance with the Master Plan and the Redevelopment Agreement, Developer is responsible to ensure that at least 20% of the aggregate housing units constructed in the Redevelopment Area (i.e. approximately [763] of approximately [3,807] total) (the "Total Affordability Requirement") must be available for rent or for purchase at rates specified therein considered affordable to certain low- and moderate-income households (each an "Affordable Unit" and, collectively, the "Affordable Units") in accordance with affordability standards as determined and announced from time to time by the U.S. Department of Housing and Urban Development ("HUD").

E. As set forth in the Affordable Housing Schedule attached as Exhibit __ to the Redevelopment Agreement, Declarant anticipates that the Property will be improved with a multifamily rental housing project (the "Housing Project") consisting of [___] housing units (the "Project Units"), of which at least [___] of such housing units will be Affordable Units (the "Project Affordable Units").

F. In partial satisfaction of the Total Affordability Requirement, Declarant has agreed to enter into this Declaration and thereby impose certain restrictive covenants upon the Property to ensure that the Project Affordable Units will remain affordable to certain low- and moderate-income households, all upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, Declarant makes the following declaration, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on all parties in interest and their respective successors and assigns:

1. Use Restriction. The Property shall not be used for any purpose other than a multifamily rental housing facility and related activities meeting the requirements set forth in Section 2 hereof, without the prior written approval of the City and the Authority during the period commencing on the date hereof and terminating on the latest of (i) the 30th anniversary of the date hereof, or (ii) the latest date that any tax increment financing district, established on the Property prior to the commencement of construction of the Housing Project, is terminated in accordance with Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), or (iii) the 30th anniversary of the date a certificate of occupancy is issued by the City for all Project Units (the “Qualified Project Period”).

2. Occupancy Requirements and Restrictions.

(a) Project Affordable Units. The Project Affordable Units will consist of the following mix of affordability levels:

(i) at least [____]% of the Project Units will be reserved for households who have a combined gross annual income which does not exceed 30% of AMI (each a “30% Unit”);

(ii) at least [____]% of the Project Units will be reserved for households who have a combined gross annual income which does not exceed 50% of AMI (each a “50% Unit”); and

(iii) at least [____]% of the Project Units will be reserved for households who have a combined gross annual income which does not exceed 60% of AMI (each a “60% Unit”).

For purposes of this Declaration, “AMI” means the Area Median Income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area (including adjustments for household size), as determined by HUD. For purposes of clarity, the phrase “at least” means that any percentage above which results in a fractional number of Project Units shall be rounded up to the next highest whole number of Project Units.

(b) Qualifying Tenants. Each Project Affordable Unit shall be leased to and occupied (or held vacant and available for occupancy) for the duration of the Qualified Project Period only by a household who, at initial occupancy, has a combined gross annual income which does not exceed the respective AMI threshold for each type of Project Affordable Unit (each a “Qualifying Tenant”) (e.g., each 30% Unit may only be leased to and occupied by a Qualifying Tenant whose gross annual income does not exceed 30% of AMI, etc.). Each subsequent tenant of the Project Affordable Unit must be a Qualifying Tenant. If during their tenancy a Qualifying Tenant’s income exceeds 140% of the Median Income, the next available Project Unit (determined in accordance with the Code and applicable regulations) (the “Next Available Unit Rule”) must be leased to a Qualifying Tenant or held vacant and available for occupancy by a Qualifying Tenant. If the Next

Available Unit Rule is violated, the Project Unit will not continue to be treated as a Project Affordable Unit.

(c) Rental Rates. Each Project Affordable Unit shall bear annual rents not greater than the rental rate limits for the applicable Qualifying Tenant (adjusted for bedroom count, and including utilities) as determined and announced from time to time by HUD, such annual rents for the Project Affordable Units shall not be greater than 30% of the respective AMI thresholds listed in Section 2(a) (e.g., annual rents for the 50% Units shall not be greater than 30% of 50% of AMI). During the Qualified Project Period, the form of lease to be utilized by Declarant in renting Project Affordable Units will provide that rental rates charged to any tenant of a Project Affordable Unit cannot be increased more than once in any 12-month period.

(d) Certification of Tenant Eligibility. No tenant household shall be approved by Declarant for initial occupancy of a Project Affordable Unit unless and until Declarant has determined (through verification of income, assets, expenses, and deductions) whether such tenant household is a Qualifying Tenant for the applicable Project Affordable Unit. Each person who is intended to be a Qualifying Tenant will be required at the commencement of the initial lease of a Project Affordable Unit to sign and deliver to Declarant a “Certification of Tenant Eligibility” substantially in the form attached as Exhibit B, or in any other form as may be approved in writing by the City or the Authority (the “Eligibility Certification”), in which the prospective tenant certifies as to qualifying as an applicable Qualifying Tenant. Eligibility Certifications may be obtained no more than 120 days before a Qualifying Tenant occupies a Project Affordable Unit. In addition, the person will be required to provide whatever other information, documents, or certifications are deemed reasonably necessary by the City to substantiate the Eligibility Certification. Eligibility Certifications will be maintained on file by Declarant with respect to each Qualifying Tenant who resides or resided in a Project Affordable Unit for a period of 10 years following the end of the Qualified Project Period. Declarant must re-examine and verify the income of each tenant household living in a Project Affordable Unit annually unless, during such year, no Project Unit is occupied by a new tenant household whose income exceeds the applicable income limit for Qualifying Tenants. In addition, no re-certification shall be required if a Qualifying Tenant moves to a different Project Unit.

(e) Leases. The form of lease to be utilized by Declarant in renting Project Affordable Units will provide for termination of the lease and consent by the tenant to eviction for failure to qualify as a Qualifying Tenant with respect to the applicable Project Affordable Unit as a result of any material misrepresentation made by the tenant with respect to the Eligibility Certification.

(f) Termination of Declaration. The term of this Declaration commences on the Effective Date and will expire upon the end of the Qualified Project Period.

3. Additional Covenants, Representations, and Warranties of Declarant.

(a) Annual Certification. Declarant shall prepare and submit to the City and the Authority, annually for approval on the basis of compliance with this Declaration, a certificate substantially in the form of the attached Exhibit C, executed by Declarant, (i) identifying the tenancies and the dates of occupancy (or vacancy) for all Qualifying Tenants based on the Eligibility Certification prepared at initial occupancy of the Project Affordable Unit by the Qualifying Tenant, including the percentage of the Project Units which were occupied by Qualifying Tenants (or held vacant and available for occupancy by Qualifying Tenants) at all times during the year preceding the date of the certificate; (ii) describing all transfers or other changes in ownership of the Housing Project or any interest therein; and (iii) stating, that to the actual

knowledge of the person executing the certificate, that all Project Affordable Units were rented or available for rental on a continuous basis during the year to Qualifying Tenants and that Declarant was not otherwise in default under this Declaration during the year. Such certification shall be submitted each January 31 during the Qualified Project Period, commencing with the January 31 following the date a certificate of occupancy for the Housing Project is issued by the City. Annual Certifications will be maintained on file by Declarant for a period of 10 years following the end of the Qualified Project Period.

(b) Books and Records. Upon reasonable prior notice, Declarant will permit any duly authorized representative of the City or the Authority to inspect the books and records of Declarant pertaining to the income of Qualifying Tenants residing in the Housing Project.

(c) Section 8 Housing. Declarant shall accept tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq., or its successor. Declarant shall not adopt any policies specifically excluding rental to tenants holding Section 8 certificate/voucher holders solely because of the status of the prospective tenant as such a holder.

(d) Consents and Subordination. Declarant shall obtain the consent to this Declaration of any prior recorded lien-holder for the Property or the Housing Project and shall cause such liens to be subordinated to this Declaration. Declarant has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and that, in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations set forth herein and supersede any other document's provisions in conflict herewith.

(e) No Violation. The execution and performance of this Declaration by Declarant (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which Declarant is a party or by which it, the Property or the Housing Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

4. Enforcement. In the event of a violation by Declarant of any covenant or restriction in this Declaration, and such violation continues for a period of 90 days after written notice of such violation from the City or the Authority to Declarant, then the City and the Authority will be entitled to exercise the following remedies, in addition to any other remedies provided to the City or the Authority in any other agreement between the Declarant and either the City or the Authority:

(a) For any uncured violation of the covenants and restrictions of this Declaration the City or the Authority may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, or enforce specific performance by Declarant of the covenants and/or restrictions set forth in this Declaration.

(b) The City may withhold any site plan approvals or building permits for any proposed use of the Property which does not comply with Section 1 hereof.

In no event shall the Declarant be in default if the Declarant establishes that the noncompliance was due to fraudulent misrepresentations by a tenant, provided that the Declarant use commercially reasonable efforts to remove that tenant from the Project Affordable Unit as provided in the lease in accordance with Section 2(e).

No delay in enforcing the provisions of said covenants or restrictions as to any violation shall impair, damage or waive the right to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

5. Indemnification. Declarant hereby indemnifies, and agrees to defend and hold harmless, the City, the Authority and their respective officers, officials, employees, and agents, from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by Declarant to comply with the terms of this Declaration, or on account of any representation or warranty of Declarant contained herein being untrue.

6. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

7. Notices. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Declaration, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or overnight courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party:

If to Declarant: The address of record for real property tax assessment notices with respect to the Property.

If to the City or the Authority: City of St. Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
St. Paul, MN 55102
Attn: Director of Planning and Economic Development

With a copy to: City of St. Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

8. Amendment. The provisions of this Declaration shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and the Authority and the then-current Declarant in accordance with Section 9.1(c) and (d) of the Redevelopment Agreement. The Authority will consider amendments proposed by the Secondary Developer of the Housing Project which are reasonably necessary to ensure that the Secondary Developer of the Housing Project is able to obtain necessary financing for the construction of the Housing Project.

9. Governing Law. This Declaration is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

10. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Declarant to enforce the provisions of this Declaration, Declarant agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City or the Authority in connection with the action.

11. Covenants Running with the Land. Declarant intends, declares and covenants, on behalf of itself and all future owners and operators of the Property and the Housing Project, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property and the Housing Project (a) shall be and are covenants running with the Property and the Housing Project, encumbering the Property and the Housing Project, binding upon Declarant's successors in title and all subsequent owners and operators of the Property and the Housing Project; (b) are not merely personal covenants of Declarant; and (c) shall bind Declarant (and the benefits shall inure to the City and the Authority) and its respective successors and assigns.

12. Removal from Real Estate Records. Upon the expiration or termination of this Declaration, the City and the Authority will, upon request and at the expense of Declarant or its assigns, execute and deliver a termination of this Declaration to Declarant or its assigns for recording in the real estate records of Ramsey County, Minnesota.

13. Estoppel. In connection with financing or refinancing the costs of constructing the Housing Project, the City or the Authority will, upon written request from Declarant at least 30 days prior to the date of closing on such financing or refinancing, execute and deliver a statement either (A) certifying that (i) to its actual knowledge this Declaration is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); and (ii) that neither the City nor the Authority has notified Declarant that it is in default hereunder (or, if Declarant is in default, describing the nature of such default in reasonable detail) or (B) stating the additional information needed in order to respond to such request.

14. **[Insert for Mixed Use Property]** Subdivision; Release of Alternate Housing Declaration. Declarant acknowledges that, as of the Effective Date, the Property forms a "Mixed Housing Block" under the Redevelopment Agreement. As contemplated in the Redevelopment Agreement, Declarant anticipates that the Property, as a Mixed Housing Block, will be subdivided into two Lots, with one Lot being improved with an Affordable Rental Element (the "Affordable Lot") and one Lot being improved with a Market Rate Rental Element (the "Market Rate Lot"). Declarant shall notify the City and the Authority of its application to subdivide the Property into the Affordable Lot and the Market Rate Lot, which such notice shall identify the portions of the Property proposed to be the Affordable Lot and the Market Rate Lot, as applicable. If the proposed subdivision does not comply with the Lot areas contained in the then-current Affordable Housing Schedule, Declarant shall simultaneously with such notice submit a proposed Affordable Housing

Modification. Upon the completion of all conditions precedent to, and recording of, the subdivision of the Property into the Affordable Lot and the Market Rate Lot (and following the Authority's and City's approval of any applicable Affordable Housing Modification), this Declaration shall (i) continue in full force and effect solely with respect to the [Affordable Lot][Market Rate Lot] and (ii) automatically terminate, be released, and be of no further force or effect with respect to the [Affordable Lot][Market Rate Lot]. The City and Authority shall promptly prepare and execute such recordable instrument as Declarant may reasonably request to confirm the termination and release this Declaration from the [Affordable Lot][Market Rate Lot] which Declarant shall record in the applicable Recording Office at Declarant's sole expense.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first written above

[_____,
a _____]

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

[To be inserted at time of execution]

Exhibit B

Form of Certification of Tenant Eligibility

TENANT INCOME CERTIFICATION

Initial Certification Recertification Other _____

Effective Date: _____
 Move-in Date: _____
 (MM/DD/YYYY)

PART I. DEVELOPMENT DATA			
Property Name: _____	County: _____	BIN #: _____	
Address: _____	Unit Number: _____	#Bedrooms: _____	

PART II. HOUSEHOLD COMPOSITION						
HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	F/T Student (Y or N)	Last 4 Digits of Social Security No. if applicable
1						
2						
3						
4						
5						
6						
7						
8						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Mbr #	(A) Employment or Wages	(B) Social Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$ _____	\$ _____	\$ _____	\$ _____
Add totals from (A) through (D), above			TOTAL INCOME (E):	\$ _____

PART IV. INCOME FROM ASSETS				
HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$ _____	\$ _____
Enter Column (H) Total				\$ _____
If over \$5,000		\$ _____ X Current Passbook Rate =	(J) Imputed Income	\$ _____
Enter the greater of the total of Column (I) or (J); imputed income			TOTAL INCOME FROM ASSETS (K)	\$ _____

(L) Total Annual Household Income from All Sources [Add (E) + (K)]			\$ _____
---	--	--	-----------------

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	\$ 	Designated Income Restriction: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20% <input type="checkbox"/> ___%	RECERTIFICATION ONLY: Designated Income Limit x 140% (170% for Deep Rent Skewing): \$ _____ <i>(Designated Income Limit: 20-50 properties use 50%; 40-60 properties use 60%; Average Income Test properties use 60% for all units with income designations that are 60% or lower and actual unit designation for units at 70% and 80%)</i>
Current Income Limit per Family Size:	\$ _____		
Household Income at Move-in:	\$ _____		
Household Size at Move-in:	_____		
			Household is over income at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No

PART VI. RENT	
Tenant Paid Rent:	\$ _____
Utility Allowance:	\$ _____
Rental Assistance:	\$ _____
Other non-optional charges and mandatory fees:	\$ _____
Gross Rent For Unit (See Instructions):	\$ _____
Unit Meets Rent Restriction at: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20% <input type="checkbox"/> ___%	
Is the source of the Rental Assistance Federal? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, what is the source of the assistance?</i> _____ <i>If Yes, identify the type of Federal Rental Assistance:</i>	
<input type="checkbox"/> HUD Multi-Family Project-Based Rental Assistance (PBRA) <input type="checkbox"/> HUD Housing Choice Voucher (HCV-tenant based) <input type="checkbox"/> HUD Section 8 Moderate Rehabilitation <input type="checkbox"/> HUD Project-Based Voucher (PBV) <input type="checkbox"/> Public Housing Operating Subsidy <input type="checkbox"/> USDA Section 521 Rental Assistance Program <input type="checkbox"/> HOME Tenant Based Rental Assistance (TBRA) <input type="checkbox"/> Other Federal Rental Assistance	

PART VII. STUDENT STATUS		
ARE ALL OCCUPANTS FULL-TIME STUDENTS? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, enter Student Explanation* and attach documentation Enter 1-5	*Student Explanation 1. TANF assistance 2. Previously in state foster care system 3. Job Training Program 4. Single parent/dependent child 5. Married/joint return

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
a. Housing Credit <input type="checkbox"/>	b. HOME <input type="checkbox"/>	c. Tax-exempt Housing Bond <input type="checkbox"/>	d. National HTF <input type="checkbox"/>	e. _____ <input type="checkbox"/> <i>(Name of Program)</i>
See Part V above.	<i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> 30%/Poverty line <input type="checkbox"/> 50% AMGI <input type="checkbox"/> OI**	<i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE _____ DATE _____

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I. Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., resyndication, a unit transfer, a change in household composition, or other state-required recertification).

Move-in Date	Enter the date the tenant has or will take occupancy of the unit.
Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous(re)certification. For acquisition/rehabilitation where existing tenants are being initially certified within 120 days of the date of acquisition, the effective date is the date of acquisition. Otherwise the effective date is the date the existing household signs the TIC.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the building identification number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the address of the building.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.

Part II. Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of household	S	-	Spouse
A	-	Adult co-tenant	F	-	Foster child(ren)/adult(s)
C	-	Child	O	-	Other
L	-	Live-in caretaker			

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than eight (8) occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III. Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
------------	--

- Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
- Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
- Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
- Row (E) Add the totals from columns (A) through (D), above. Enter this amount.

Part IV. Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third-party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- Column (F) List the type of asset (i.e., checking account, savings account, etc.).
- Column (G) Enter C (for current, if the family currently owns or holds the asset) or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
- Column (H) Enter the cash value of the respective asset. Cash value is the market value less expenses involved in converting the asset to cash.
- Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate). Anticipated income is the market value multiplied by the interest rate for the asset.
- TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by current passbook rate and enter the amount in (J), Imputed Income.

- Row (K) Enter the greater of the total in Column (I) or (J).
- Row (L) Total Annual Household Income from All Sources Add (E) and (K) and enter the total.

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than five (5) days prior to the effective date of the certification.

Part V. Determination of Income Eligibility

- Total Annual Household Income from All Sources Enter the number from item (L).
- Current Income Limit per Family Size Enter the Current Move-in Income Limit for the household size at the designated income limit for that unit.

Household Income at Move-In	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-In	On the adjacent line, enter the number of household members from the move-in certification.
Household Meets Income Restriction	Check the appropriate box for the income restriction that the household meets according to what is required by the minimum set-aside(s) for the project, including the specific unit designation for Average Income Test developments.
Current Income Limit x 140% (170% for Deep Rent Skewed)	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% (170% for Deep Rent Skewed) and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% (170% for Deep Rent Skewed) of the current income limit, then the available unit rule must be followed. For units designated at 50 percent or below in Average Income Test developments, use 60% limit for Current Income Limit.

Part VI. Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Rental Assistance	Enter the amount of rent assistance, if any.
Other Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of tenant paid rent plus utility allowance and other non-optional charges.
Source of Rental Assistance	Check whether the rental assistance is provided under a federal rental assistance program. If so, check the type of federal rental assistance in one of the boxes below. If the rental assistance is not provided under a federal rental assistance program, indicate the source of the assistance.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the minimum set-aside(s) for the project, including the specific unit designation for Average Income Test developments.

Part VII. Student Status

If all household members are full-time* students, check "yes." If at least one household member is not a full-time student, check "no."
 If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

**Full time is determined by the school the student attends.*

Part VIII. Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME Investment Partnerships (HOME) program, Tax-Exempt Housing Bond, Housing Trust Fund (HTF), or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property receives financing from the HOME program and the unit this household will occupy will count toward the HOME program set-asides, mark the appropriate box indicating the household's income designation for purposes of HOME.

- Housing Bond If the property receives financing from the tax-exempt Housing Bond program, mark the appropriate box indicating the household's income designation for purposes of the Housing Bond program.
- HTF If the property receives financing from HTF and this household's unit will count towards the HTF set-aside requirements, mark the appropriate box indicating the household's income designation for purposes of HTF.
- Other If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

Exhibit C

Form of Annual Certification

Certificate of
Continuing Program Compliance

Date: _____

The following information with respect to the Housing Project located at _____, St. Paul, Minnesota (the "Housing Project"), is being provided by _____ (the "Owner") to the City of St. Paul, Minnesota (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), pursuant to that certain Declaration of Covenants and Restrictions (Ford Site), dated _____, 2019 (the "Declaration"), with respect to the Housing Project:

(A) The total number of residential units which are available for occupancy is _____. The total number of these units occupied is _____.

(B) The following residential units (identified by unit number) are currently occupied by "Qualifying Tenants," as the term is defined in the Declaration (for a total of ____ units):

30% Units: _____

50% Units: _____

60% Units: _____

(C) The following residential units which are included in (B) above, have been re-designated as residential units for Qualifying Tenants since _____, 20____, the date on which the last "Certificate of Continuing Program Compliance" was filed with the City and the Authority by the Owner:

Unit Number	Previous Designation of Unit (if any)	Replacing Unit Number
_____	_____	_____
_____	_____	_____

(D) The following residential units are considered to be occupied by Qualifying Tenants based on the information set forth below:

	Unit Number	Number of Persons Residing in the Unit	Number of Bedrooms	Total Adjusted Gross Income	Income as a Percentage of AMI	Rental Rate	Rent as a Percentage of Income	Date of Initial Occupancy
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

[expand to number of Project Affordable Units]

*Note: if vacant indicate (1) if held available a 30% Unit (as “Vacant-30%”) or (2) if held available a 50% Unit (as “Vacant-50%”) or (3) if held available a 60% Unit (as “Vacant-60%”)

(E) The Owner has obtained a “Certification of Tenant Eligibility,” in the form provided as **EXHIBIT B** to the Declaration, from the Qualifying Tenants in each unit listed in (D) above, and each such Certificate is being maintained by the Owner in its records with respect to the Housing Project.

(F) In renting the residential units in the Housing Project, the Owner has not given preference to any particular group or class of persons (except for persons who qualify as Qualifying Tenants); and none of the units listed in (D) above have been rented for occupancy entirely by students, no one of which is entitled to file a joint return for federal income tax purposes. All of the Project Affordable Units have been rented pursuant to a written lease which provides that rental rates charged to any Qualifying Tenant of a Project Affordable Unit cannot be increased more than once in any 12-month period.

(G) The information provided in this “Certificate of Continuing Program Compliance” is accurate and complete, and no matters have come to the attention of the Owner which would indicate that any of the information provided herein, or in any “Certification of Tenant Eligibility” obtained from the Qualifying Tenants in each unit listed in (D) above, is inaccurate or incomplete in any respect.

(H) The Housing Project is in continuing compliance with the Declaration.

(I) As set forth in (B) above, the Owner certifies that as of the date hereof at least the percentages required by Section 2(a) of the Declaration of the residential dwelling units in the Housing Project are occupied or held open for occupancy by Qualifying Tenants, as defined and provided in the Declaration.

(J) The rental levels for each Qualifying Tenant comply with the maximum permitted under the Declaration.

IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of the Owner, on _____, 20__.

By _____
Its _____

CONSENT AND SUBORDINATION

The undersigned, _____, a _____, holder of that certain [Mortgage] executed by [_____, a _____], dated _____, 2019, filed _____, 2019, as Document No. _____, in the office of the County Recorder in and for Ramsey County, Minnesota, and filed _____, 20____, as Document No. _____, in the office of the Registrar of Titles in and for Ramsey County, Minnesota, in favor of _____ (the "Mortgage"), hereby consents to the foregoing Declaration of Covenants and Restrictions (Affordable Housing) (the "Declaration"), and hereby subordinates the Mortgage and all of its right, title and interest in the Property to the Declaration.

_____,
a _____

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of the _____.

(Signature of Person Taking Acknowledgment)

Exhibit GG

Form of Vertical Developer Notice Letter

_____, 20__

VIA [CERTIFIED U.S. MAIL]

City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

RE: Notice of Submission of Application for Site Plan Approval

Dear Sir or Madam,

Pursuant to Section 9.3(b)(iii) of the Redevelopment Agreement dated December ____, 2019 by and among Project Paul, LLC, a Delaware limited liability company, the City of Saint Paul, Minnesota, a Minnesota statutory city (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), this letter hereby notifies the City and the Authority of its submission of an application for site plan approval on [at least 120 days prior to anticipated issuances of a building permit].

Please contact _____ at (____) ____ - _____ or _____@_____ if you have any questions. Thank you.

Sincerely,

Exhibit II

Form of Housing Declaration (Owner-Occupied)

DECLARATION OF COVENANTS AND RESTRICTIONS

(Ford Site)

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the ____ day of _____, 20__ (the "Effective Date"), by _____ (together with any successor fee title owner of the Property defined below, "Declarant").

Recitals:

A. Declarant is the owner of certain real property situated in the City of Saint Paul (the "City"), County of Ramsey, State of Minnesota, and legally described in the attached **Exhibit A** (the "Property"), which such Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the "Redevelopment Area").

B. The Redevelopment Area and Property are subject to the "Ford Site Zoning and Public Realm Master Plan" adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the "Master Plan").

C. The Redevelopment Area and Property is also currently subject to that certain Redevelopment Agreement (the "Redevelopment Agreement") dated December __, 2019 and entered into by and among the City, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), and Project Paul, LLC, a Delaware limited liability company ("Developer"), pursuant to which Developer will construct and install certain infrastructure improvements within the Redevelopments Area and the City and the Authority will provide certain financial assistance in connection with such improvements, all in furtherance of the redevelopment of the Redevelopment Area in accordance with the Master Plan.

D. In accordance with the Master Plan and the Redevelopment Agreement, Developer is responsible to ensure that at least 20% of the aggregate housing units constructed in the Redevelopment Area (i.e. approximately [763] of approximately [3,807] total) (the "Total Affordability Requirement") must be available for rent or for purchase at rates specified therein considered affordable to certain low- and moderate-income households (each an "Affordable Unit" and, collectively, the "Affordable Units") in accordance with affordability standards as determined and announced from time to time by the U.S. Department of Housing and Urban Development ("HUD").

E. As set forth in the Affordable Housing Schedule attached as Exhibit __ to the Redevelopment Agreement, Declarant anticipates that the Property will be improved with owner-occupied housing units (the "Housing Project") consisting of [____] housing units (the "Project Units"), of which at least **six** of such housing units will be Affordable Units (the "Project Affordable Units").

F. In partial satisfaction of the Total Affordability Requirement, Declarant has agreed to enter into this Declaration and thereby impose certain restrictive covenants upon the Property to ensure that the Project Affordable Units will remain affordable to certain low- and moderate-income households, all upon the terms and conditions set forth in this Declaration.

NOW, THEREFORE, Declarant makes the following declaration, hereby specifying that said declaration shall constitute covenants to run with the land and shall be binding on all parties in interest and their respective successors and assigns:

1. Use Restriction. The Property shall not be used for any purpose other than owner-occupied housing meeting the requirements set forth in Section 2 hereof, without the prior written approval of the City and the Authority during the period commencing on the date hereof and terminating on the latest of (i) the 30th anniversary of the date hereof, or (ii) the latest date that any tax increment financing district, established on the Property prior to the commencement of construction of the Housing Project, is terminated in accordance with Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), or (iii) with respect to each Project Affordable Unit, the 30th anniversary of the date of the certificate of occupancy is issued by the City for such Project Affordable Unit (the “Qualified Project Period”).

2. Occupancy Requirements and Restrictions.

(a) Project Affordable Units. The Project Affordable Units will consist of at least **six** Project Units which will be reserved for households who have a combined gross annual income which does not exceed 60% of AMI (each a “60% Unit”).

For purposes of this Declaration, “AMI” means the Area Median Income for the Minneapolis-Saint Paul-Bloomington Metropolitan Statistical Area (including adjustments for household size), as determined by HUD.

(b) Qualifying Purchasers. Each Project Affordable Unit shall be sold to and occupied for the duration of the Qualified Project Period only by a household who, at initial occupancy, has a combined gross annual income which does not exceed 60% of AMI (each a “Qualifying Purchaser”). Each subsequent purchaser of the Project Affordable Unit during the Qualified Project Period must be a Qualifying Purchaser at initial occupancy.

(c) Certification of Purchaser Eligibility. No purchaser household shall be approved by Declarant for initial occupancy of a Project Affordable Unit unless and until Declarant has determined (through verification of income, assets, expenses, and deductions) whether such purchaser household is a Qualifying Purchaser for the applicable Project Affordable Unit. Each person who is intended to be a Qualifying Purchaser will be required at the closing of the purchase of a Project Affordable Unit to sign and deliver to Declarant a “Certification of Purchaser Eligibility” substantially in the form attached as **Exhibit B**, or in any other form as may be approved in writing by the City or the Authority (the “Eligibility Certification”), in which the prospective purchaser certifies as to qualifying as an applicable Qualifying Purchaser. Eligibility Certifications may be obtained no more than 120 days before a Qualifying Purchaser occupies a Project Affordable Unit. In addition, the person will be required to provide whatever other information, documents, or certifications are deemed reasonably necessary by the City to substantiate the Eligibility Certification. Eligibility Certifications will be maintained on file by Declarant with respect to each Qualifying Purchaser who resides or resided in a Project Affordable Unit for a period of 10 years following the end of the Qualified Project Period.

(d) Replacement Declaration. Upon the closing of the acquisition of a Project Affordable Unit by a Qualifying Purchaser and the execution by such Qualifying Purchaser and recording in the applicable real estate records of Ramsey County, Minnesota against such Project Affordable Unit of a “Declaration of Covenants and Restrictions” substantially in the form attached as **Exhibit C**, or in any other form as may be approved in writing by the City or the Authority (the “Replacement Declaration”), this Declaration shall terminate with respect to a separately created legal parcel consisting of such Project Affordable Unit and the City and the Authority will, upon request and at the expense of Declarant or its assigns, execute and deliver a satisfaction and release of this Declaration with respect to such separately created legal parcel consisting of such Project Affordable Unit to Declarant or its assigns for recording in the applicable real estate records of Ramsey County, Minnesota for such Project Affordable Unit. Further, in accordance with Section 9.4(b) of the Redevelopment Agreement, if Declarant or Developer causes a Project Affordable Unit to be delivered on a different lot or lots within the Redevelopment Area, then the City and Authority will release this Declaration from the applicable portion of the Property and Developer shall cause a Replacement Declaration to be recorded against each of such replacement lots and shall amend the Affordable Housing Schedule so long as there remains a minimum of six Project Affordable Units in the Redevelopment Area.

(e) Termination of Declaration. The term of this Declaration commences on the Effective Date and will expire upon the end of the Qualified Project Period; subject to replacement with a Replacement Declaration as provided in clause (d) above.

3. Additional Covenants, Representations, and Warranties of Declarant.

(a) Consents and Subordination. Declarant shall obtain the consent to this Declaration of any prior recorded lien-holder for the Property or the Housing Project and shall cause such liens to be subordinated to this Declaration. Declarant has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and that, in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations set forth herein and supersede any other document’s provisions in conflict herewith.

(b) No Violation. The execution and performance of this Declaration by Declarant (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which Declarant is a party or by which it, the Property or the Housing Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

4. Enforcement. In the event of a violation by Declarant of any covenant or restriction in this Declaration, and such violation continues for a period of 30 days after written notice of such violation from the City or the Authority to Declarant, then the City and the Authority will be entitled to exercise the following remedies, in addition to any other remedies provided to the City or the Authority in any other agreement between the Declarant and either the City or the Authority:

(a) For any uncured violation of the covenants and restrictions of this Declaration the City or the Authority may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation, or enforce specific performance by Declarant of the covenants and/or restrictions set forth in this Declaration.

(b) The City may withhold any site plan approvals or building permits for any proposed use of the Property which does not comply with Section 1 hereof.

(c) For each Project Affordable Unit for which the Declarant fails to obtain a certificate of occupancy by the **10th** anniversary of the date mass grading for the Redevelopment Area commences ("Owner-Occupied Affordable Delivery Deadline"), Declarant shall pay \$100,000 to the Authority's affordable housing trust fund, and such payments shall be the City's and the Authority's sole remedy for Declarant's failure to substantially complete the Project Units by the Owner-Occupied Affordable Delivery Deadline.

In no event shall the Declarant be in default if the Declarant establishes that the noncompliance was due to fraudulent misrepresentations by a purchaser.

No delay in enforcing the provisions of said covenants or restrictions as to any violation shall impair, damage or waive the right to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

5. Indemnification. Declarant hereby indemnifies, and agrees to defend and hold harmless, the City, the Authority and their respective officers, officials, employees, and agents, from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands, and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by Declarant to comply with the terms of this Declaration, or on account of any representation or warranty of Declarant contained herein being untrue.

6. Severability. If any provisions hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

7. Notices. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Declaration, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or overnight courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party:

If to Declarant:	The address of record for real property tax assessment notices with respect to the Property.
------------------	--

If to the City or the Authority:	City of St. Paul (PED) City Hall Annex 25 West 4 th Street, Suite 1300 St. Paul, MN 55102 Attn: Director of Planning and Economic Development
----------------------------------	--

With a copy to: City of St. Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to: Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this section.

8. Amendment. The provisions of this Declaration shall not be amended, terminated or deleted, except by an instrument in writing duly executed by the City and the Authority and the then-current Declarant in accordance with Section 9.3(c) of the Redevelopment Agreement.

9. Governing Law. This Declaration is governed by the laws of the state of Minnesota and, where applicable, the laws of the United States of America.

10. Attorneys' Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Declarant to enforce the provisions of this Declaration, Declarant agrees to pay the reasonable attorneys' fees and other reasonable expenses paid or incurred by the City or the Authority in connection with the action.

11. Covenants Running with the Land. Declarant intends, declares and covenants, on behalf of itself and all future owners and operators of the Property and the Housing Project, that this Declaration and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property and the Housing Project (a) shall be and are covenants running with the Property and the Housing Project, encumbering the Property and the Housing Project, binding upon Declarant's successors in title and all subsequent owners and operators of the Property and the Housing Project; (b) are not merely personal covenants of Declarant; and (c) shall bind Declarant (and the benefits shall inure to the City and the Authority) and its respective successors and assigns.

12. Removal from Real Estate Records. Upon the expiration or termination of this Declaration or the Replacement Declaration, the City and the Authority will, upon request and at the expense of Declarant or its assigns, execute and deliver a termination of this Declaration or the Replacement Declaration, as applicable, to Declarant or its assigns for recording in the real estate records of Ramsey County, Minnesota. Further, in accordance with Section 9.4(b) of the Redevelopment Agreement, if Declarant or Developer causes a Project Affordable Unit to be delivered on a different lot or lots within the Redevelopment Area, then the City and Authority will release this Declaration from the applicable portion of the Property and Developer shall cause a Replacement Declaration to be recorded against each of such replacement lots and shall amend the Affordable Housing Schedule so long as there remains a minimum of six Project Affordable Units in the Redevelopment Area.

[Remainder of this page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first written above

[_____,
a _____]

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, the _____ of _____, a _____, on behalf of the _____.

Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

Exhibit A

Legal Description of the Property

[Lot 1, Block 26, FORD, according to the recorded plat thereof, Ramsey County, Minnesota]

Exhibit B

Form of Certification of Purchaser Eligibility

PURCHASER INCOME CERTIFICATION

<input type="checkbox"/> Initial Certification				Effective Date: _____	
				Move-in Date: _____	
PART I. DEVELOPMENT DATA					
Address: _____			County: _____		# Bedrooms: _____
Unit Number: _____					
PART II. HOUSEHOLD COMPOSITION					
HH Br #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YY)	F/T Student (Y or N)
1					
2					
3					
4					
5					
6					
PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)					
HH Mbr #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income	
TOTAL	Add totals from (A) through (D) above			TOTAL INCOME (E):	
PART IV. INCOME FROM ASSETS					
HH Mbr#	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset	
TOTALS:					
Enter Column (H) Total if over \$5,000		\$ _____	x 2.00 %	=	(J) Imputed Income
Enter the greater of the total column I, or J: imputed income		TOTAL INCOME FROM ASSETS (K)			
(L) Total Annual Household Income from all sources [Add (E) + (K)]					
HOUSEHOLD CERTIFICATION & SIGNATURES					
The information on this form will be used to determine maximum income eligibility I/We have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.					
Under penalties of perjury, I/We certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.					
_____ Signature		_____ Date		_____ Signature	
_____ Signature		_____ Date		_____ Signature	
_____ Signature		_____ Date		_____ Signature	
_____ Signature		_____ Date		_____ Signature	

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD
INCOME FROM ALL SOURCES
From Item (L) on page 1

Household Meets
Income Restriction
at:

- 60% 50%
 40% 30%

Current Maximum Income
Income Family Size: \$ _____
Household Income at Move-in: \$ _____

Cur. Hshld Inc ___% Household Size at Move-in: _____

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Purchaser Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

Exhibit C

Form of Replacement Declaration

DECLARATION OF COVENANTS AND RESTRICTIONS

WHEREAS, _____, (hereinafter referred to as "**Declarant**"), is the owner of certain real property, (hereinafter referred to as the "**Property**"), situated in the city of Saint Paul, County of Ramsey, State of Minnesota, and legally described as:

WHEREAS, Declarant has received a loan (hereinafter referred to as the "**Loan**") from Twin Cities Habitat for Humanity, Inc. (hereinafter referred to as the "**Lender**") for the purchase of the Property; and

WHEREAS, Declarant hereby agrees to impose certain covenants and restrictions upon the Property, to ensure that the Property remains affordable to low-income persons.

NOW, THEREFORE, said Declarant makes the following Declaration, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on all parties in interest and their successors and assigns:

1. The Property shall be maintained as single family unit, occupied by the Declarant.
2. In the event of a voluntary or involuntary sale or transfer of title of the Property, the full amount of the Loan must be repaid. The Lender may in its sole discretion agree to a lesser amount in the event that the Lender determines there are no net proceeds or where the net proceeds are insufficient to repay the full amount of the Loan.

Net proceeds are defined as the fair market value of the property, determined by an independent appraisal, less closing costs, the amount of the original down payment, cost of improvements made by the Declarant as documented by paid invoices and receipts which shall be reviewed and approved by Lender, which approval shall not be unreasonably withheld, and the balance of the superior mortgages.

3. In the event of sale or transfer of title of the Property during the covenants and restrictions period as set forth below, the Property must be purchased by a "Low-Income Homeowner." A "**Low-income Homeowner**" shall mean a person or group of persons constituting a household whose combined gross income does not exceed Sixty percent (60%) of the area median household

income for the Twin Cities Metropolitan Statistical Area, as determined from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor. Lender may execute the Purchase Option contained in the Loan to become an interim owner of the Property and shall then sell the Property to a new eligible low-income homebuyer.

- 4. Declarant’s legal title to the property has been burdened with a use limitation and covenants running with the real property, which will provide that such property will remain affordable to a low-income household during the affordability period. In addition, Declarant states that the burden upon its fee title to the property is reasonable, acceptable, and not unconscionable.
- 5. In the event of a foreclosure or a transfer of title in lieu of foreclosure, during the term of this Declaration, the Lender shall acquire title subject to this Declaration.
- 6. The covenants and restrictions of this Declaration shall be valid and operative until **Thirty (30)** years from the date of this Declaration.
- 7. No amendment to this Declaration and no waiver of any provision herein shall be effective unless set forth in writing and agreed upon between Declarant and Lender.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and acknowledged this _____ day of ____, 20__.

Name:

Name:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____.

Notary Public

This document was drafted by:
Twin Cities Habitat for Humanity, Inc.
1954 University Avenue West
St. Paul, MN 55104

Exhibit II

Form of Senior Lender Collateral Assignment

COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND SITE IMPROVEMENT PERFORMANCE AGREEMENT

THIS COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT AND SITE IMPROVEMENT PERFORMANCE AGREEMENT (this "**Collateral Assignment**"), is made and entered into as of the ___ day of December, 2019, by and among PROJECT PAUL, LLC, a Delaware limited liability company (the "**Developer**"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "**Lender**"), HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate and politic organized and existing under the laws of the State of Minnesota (the "**Authority**"), and CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "**City**").

WITNESSETH:

WHEREAS, the City, the Authority and the Developer (and joined by MN Ford Site Apartment Land LLC, a Delaware limited liability company), have entered into that certain Redevelopment Agreement dated as of December __, 2019 (as the same may be amended from time to time, the "**Development Agreement**"), providing for the development of property legally described on Exhibit A attached hereto (the "**Project**"); and

WHEREAS, the City, the Authority and the Developer have also entered into that certain Site Improvement Performance Agreement dated as of December __, 2019 (as the same may be amended from time to time, the "**SIPA**"), providing certain other terms and conditions for which the Site Improvements (as defined in the Development Agreement) will be constructed and installed on the Project; and

WHEREAS, pursuant to the Development Agreement, the Authority has issued to the Developer a Taxable Tax Increment Revenue Note (Ford Site Redevelopment Project) in the original principal amount of up to \$_____ subject to and in accordance with the terms of the Development Agreement (the "**TIF Note**"); and

WHEREAS, the Lender has agreed to make a land acquisition and development loan to the Developer to finance the acquisition of and certain development costs with respect to the Project pursuant to the terms of that certain Construction Loan Agreement of even date herewith (as the same may be amended from time to time, the "**Loan Agreement**"), by and between the Developer and the Lender; and

WHEREAS, the obligation of the Developer to repay amounts advanced under the Loan Agreement is (a) evidenced by that certain Promissory Note of even date herewith (as the same may be amended from time to time, the "**Note**"), executed by the Developer and made payable to the order of the Lender in the original principal amount of \$48,000,000, and (b) secured pursuant to, among other things, that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing

Statement of even date herewith (as the same may be amended from time to time, the “**Security Instrument**”), executed by the Developer in favor of the Lender and encumbering the Project ; and

WHEREAS, the Lender has required, as an express condition to providing the financing contemplated by the Loan Agreement, (a) the Developer to assign to the Lender all of the Developer’s rights under the Development Agreement and the SIPA, excluding any rights in or interests with respect to the TIF Note, to secure the obligations of the Developer to the Lender under the Note, the Security Instrument, the Loan Agreement and the documents related thereto (collectively, the “**Loan Documents**”), and (b) the City and the Authority to consent to this Collateral Assignment and agree to certain other matters all as more fully contained herein. The term “**Loan Documents**” shall include any amendments, supplements, modifications, renewals, extensions or replacements thereto.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Developer hereby assigns to the Lender all of the Developer’s right, title and interest in and to the Development Agreement and the SIPA, excluding any rights in or interests with respect to the TIF Note, to secure the Developer’s obligations to the Lender under the Loan Documents. Notwithstanding this collateral assignment, the Developer shall remain liable for payment and performance of all of its obligations under the Development Agreement and the SIPA.
2. The Developer hereby represents and warrants that: (a) there have been no prior assignments of the Development Agreement, the SIPA or the TIF Note, other than a collateral assignment of the TIF Note in favor of Dougherty Funding LLC, a Delaware limited liability company (the “**TIF Note Collateral Assignment**”), (b) the Development Agreement, the SIPA and the TIF Note are or will be valid and enforceable agreements, (c) neither the Authority nor the City nor the Developer is in default under the Development Agreement, the SIPA or the TIF Note and (d) all covenants, conditions and agreements have been performed as required therein (except those not to be performed until after the date hereof).
3. The Developer hereby agrees not to sell, assign, pledge, mortgage, encumber or otherwise transfer its interest in the Development Agreement, the SIPA or the TIF Note, other than its interest in the TIF Note pursuant to the TIF Note Collateral Assignment. The Developer hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Developer’s rights with respect to the Development Agreement and the SIPA for and on behalf of and in the name of the Developer or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Collateral Assignment had not been made. This Collateral Assignment shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Collateral Assignment to enforce any of the provisions of the Development Agreement or the SIPA, excluding any rights in or interests with respect to the TIF Note, or exercise any rights or remedies under this Collateral Assignment until a Default (as that term is defined in any of the Loan Documents) shall occur and be continuing.
4. Upon the occurrence of a Default under the Loan Agreement or the other Loan Documents, the Lender may, without affecting any of its rights or remedies against the Developer under any other instrument, document or agreement, exercise its rights under this Collateral Assignment as the Developer’s attorney-in-fact in any manner permitted by law and, in addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted and in effect in the State of

Minnesota. If notice to the Developer of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) calendar days prior to the intended disposition or other action.

5. The Authority and the City each hereby consents and agrees to the terms and conditions of this Collateral Assignment. The Authority and the City each represents and warrants to the Lender that (a) each of the Development Agreement and the SIPA is a valid and enforceable agreement of the Authority and the City, (b) the TIF Note is a valid and enforceable obligation of the Authority subject to the terms and conditions thereof, (c) neither the City nor the Authority nor the Developer is in default under the Development Agreement or the SIPA and (d) all covenants, conditions and agreements of the City and the Authority have been performed as required therein (except those not to be performed until after the date hereof).
6. The Authority and the City each hereby agrees to provide the Lender with copies of any notice or demand made to the Developer under the Development Agreement or the SIPA at the address set forth below for the Lender. The Authority and the City each further acknowledges and agrees that (a) the Lender shall have the right, but not the obligation, to cure any defaults on behalf of the Developer (i) for monetary defaults, within ten (10) days after the later of (A) receipt of written notice of default from the City and the Authority in accordance with Section 14.3 of the Redevelopment Agreement and Section 24.4 of the SIPA, as applicable and (B) the expiration of any Developer cure period, and (ii) for non-monetary defaults, within thirty (30) days after the later of (X) receipt of written notice of default from the City and the Authority in accordance with Section 14.3 of the Redevelopment Agreement and Section 24.4 of the SIPA, as applicable and (Y) the expiration of any Developer cure period, and (b) the Lender is not a party to the Development Agreement or the SIPA and, by executing this Collateral Assignment, does not become a party to the Development Agreement or the SIPA and specifically does not assume and shall not be bound by any obligations of the Developer to the Authority or the City under the Development Agreement or the SIPA.
7. The Lender hereby agrees to provide the City and the Authority with copies of any default notice provided to the Developer under the Loan Agreement (a "**Default Notice**") at the address set forth below for the City and the Authority. The Lender further acknowledges and agrees that (a) the City or the Authority shall have the right, but not the obligation, to cure any defaults identified in a Default Notice on behalf of the Developer within the periods of time set forth in the Loan Agreement and (b) neither the City nor the Authority is a party to the Loan Agreement and, by executing this Collateral Assignment, does not become a party to the Loan Agreement and specifically does not assume and shall not be bound by any obligations of the Developer to the Lender under the Loan Agreement.
8. Notwithstanding anything to the contrary contained in the Development Agreement or the SIPA, the Authority and the City each hereby agrees that any right, title or interest it has in and to the Project (other than any rights derived under the agreements set forth on Exhibit B attached hereto), including without limitation all of its rights under the Development Agreement and the SIPA, shall be subject and subordinate to the rights of the Lender under the Security Instrument and the other Loan Documents; provided, however, that nothing herein shall be construed as subordinating the requirement contained in the Development Agreement or the SIPA that the Project be used in accordance with the Master Plan (as defined in the Development Agreement) or as subordinating the City's rights to enforce all applicable Legal Requirements (as defined in the Development Agreement) with respect to the development of the Project in accordance with the Development Agreement and the SIPA or any rights of the Authority with respect to the TIF Note. In addition, the Authority and the City each hereby agrees that any agreement of the

Developer to indemnify the Authority or the City pursuant to the Development Agreement and the SIPA is not the obligation of, nor shall any provisions impose any obligation upon, the Lender.

9. The Authority and the City each agrees that in the event the Lender, or a transferee of the Lender, or a purchaser at foreclosure sale, acquires title to the Project pursuant to foreclosure, or a deed in lieu thereof, the Lender or such transferee or purchaser, shall be subject to the provisions of Section 5.2 of the Redevelopment Agreement.
10. The parties hereto agree that no change or amendment shall be made to the terms of the Development Agreement, the SIPA or the TIF Note without the prior written consent of the Lender.
11. This Collateral Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Lender, the City, the Authority and the Developer. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.
12. Any notice, request, demand or other communication hereunder shall be deemed fully given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the City:

City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

With a copy to:

City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

If to the Authority:

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

With a copy to:

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

If to the Developer:

Project Paul, LLC
c/o Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415
Attention: Audra Williams, Esq.

If to the Lender:

Wells Fargo Bank, National Association
Commercial Real Estate
AU# 1437
MAC N9305-18B
90 S. Seventh Street, 18th Floor
Minneapolis, MN 55402
Attention: John Rent
Loan #: 1018430

With copies to:

Wells Fargo Bank, National Association
Minneapolis Loan Center
MAC N9300-085
600 South 4th Street, 8th Floor
Minneapolis, MN 55415-1526
Attn: Lee Thor

Wells Fargo Bank, National Association
Commercial Real Estate Portfolio Services
10 S. Wacker Drive, Suite 3200
Chicago, IL 60606
Attn: Pamela Probst

13. This Collateral Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.
14. This Collateral Assignment and each and every covenant, agreement and other provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
15. The enforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

16. This Collateral Assignment may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same document.

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5082-690

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LENDER:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
John Rent
Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of December, 2019, by John Rent, a Vice President of Wells Fargo Bank, National Association, a national banking association, for and on behalf of the national banking association.

Notary Public

AUTHORITY:

Housing and Redevelopment Authority of the
City of Saint Paul, Minnesota

By: _____
Name: _____
Its Chair or Commissioner

By: _____
Name: _____
Its Executive Director

By: _____
Name: _____
Its Director, Office of Financial Services of the
City

APPROVED AS TO FORM

Assistant City Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

Winthrop & Weinstine, P.A. (JWJA)
Suite 3500
225 South Sixth Street
Minneapolis, Minnesota 55402

EXHIBIT A

(Legal Description)

Lot 1, Block 1;

Lot 1 and Lot 2, Block 2;

Lot 1 and Lot 2, Block 3;

Lot 1, Block 4;

Lot 1, Block 5;

Lot 1, Block 6;

Lot 1, Block 7;

Lot 1 and Lot 2, Block 8;

Lot 1 and Lot 2, Block 9;

Lot 1, Block 10;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

EXHIBIT B

(Material Agreements)

The following agreements as defined in the Development Agreement:

Minimum Assessment Agreement

Central Stormwater Easement

Civic Plaza Easement

Open Space Declaration

Ballfield Trail Easement

Outlot A Use and Maintenance Agreement

Ballfield Parcel Deed Restriction

Woodlawn Easements

Special Assessment Agreement

Each Housing Declaration (Market Rate)

Each Housing Declaration (Affordable)

Each Housing Declaration (Convertible)

Each Housing Declaration (For Sale)

Final Plat

Exhibit JJ

Assignment of Tax Increment Note

ASSIGNMENT OF TAX INCREMENT NOTE

THIS ASSIGNMENT OF TAX INCREMENT NOTE (the "Assignment") is made as of this ____ day of December, 2019, by and between PROJECT PAUL, LLC, a Delaware limited liability company (the "Assignor"), whose address is 533 South 3rd Street, Suite 100, Minneapolis, Minnesota 55415 and DOUGHERTY FUNDING LLC, a Delaware limited liability company (the "Lender"), whose address is 90 South Seventh Street, Suite 4300, Minneapolis, Minnesota 55402.

RECITALS:

A. Pursuant to a certain Loan Agreement dated of even date herewith by and between Assignor and Lender ("Loan Agreement"), the Lender has agreed to make a loan available to Assignor in the principal amount of up to \$[38,25,000.00] (the "Loan") to finance a portion of the costs of acquiring certain real property located in Ramsey County, Minnesota and legally described in Exhibit A attached to the Loan Agreement (the "Premises") and constructing certain site improvements thereon in order to create development ready land parcels. The Loan is evidenced by that certain Promissory Note dated of even date herewith, executed and delivered by the Assignor and payable to the order of the Lender in the original principal face amount of \$[38,250,000.00] (the "Note").

B. Pursuant to that certain Redevelopment Agreement dated as of December __, 2019 (the "Redevelopment Agreement"), by and among the City of Saint Paul, Minnesota, a municipal corporation and home rule charter city (the "City"), the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority") and Assignor, and joined by MN Ford Site Apartment Land LLC, a Delaware limited liability company, as the owner of the Weidner Lots and as a "Secondary Developer" thereunder, Assignor has agreed to construct the Public Infrastructure (as defined therein) and certain other project improvements to be constructed by Assignor. In exchange for developing the Public Infrastructure and such other project improvements, Assignor has received from the Authority, among other things, a Taxable Tax Increment Revenue Note, Series 2019 (Ford Site Redevelopment Project) issued by the Authority, in the maximum principal amount of \$[34,493,926.00] and payable in accordance with its terms to the order of the Assignor (the "Tax Increment Note"). Unless the context otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Redevelopment Agreement.

C. In consideration of, and to secure the payment of, the Loan, the Lender has required an assignment of the Tax Increment Note and Assignor's rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that this Assignment is subject to all of the following terms, conditions, and provisions:

TERMS, CONDITIONS, AND PROVISIONS

1. PRESENT PLEDGE AND ASSIGNMENT. Pursuant to the provisions of the Uniform Commercial Code in effect within the State of Minnesota (the "UCC"), as security for the Loan, the

Assignor grants to the Lender a security interest in all of the following property: (i) all right, title and interest of the Assignor in the Tax Increment Note; and (ii) all replacements, substitutions and proceeds (the "Proceeds") relating to the Tax Increment Note (hereinafter referred to as the "Collateral"), and all documents, ledger sheets, and files of the Assignor relating to the Collateral. The term "Proceeds" includes whatever is received by the Assignor upon the sale, exchange, or other disposition of any item of Collateral. This Assignment shall constitute a perfected, absolute and present pledge and assignment in connection with which the Assignor shall have delivered to the Lender the Collateral documents endorsed and assigned to the Lender. The Assignor shall execute and deliver to the Lender an Allonge Endorsement in the form attached hereto as Exhibit A (or such other form that is reasonably requested by the Lender). The payments under the Tax Increment Note shall be paid directly to the Lender until such time as the Loan has been paid in full and Lender has no further obligation to make advances available to Assignor, at which time the Lender shall promptly provide notice to the Authority (with a copy to Assignor) that such payments are to be made to the Assignor. Prior to the full payment of the Loan and the termination of Lender's commitment to make advances available to Assignor, if the Assignor receives any payments or prepayments on the Tax Increment Note, the Assignor shall immediately remit such payments and/or prepayments to the Lender.

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. The Assignor represents and warrants that:

(a) The Assignor is the true and lawful, absolute owner of the Collateral and, except for the liens and security interests created by this Assignment, the Collateral is free and clear of any lien, security interest, or encumbrance;

(b) Subject only to receipt of consent from the Authority, the Assignor has the full right and title to assign and pledge the Collateral; there are no outstanding claims, assignments or pledges thereof; and there are no existing defaults under the Collateral documents on the part of makers thereof;

(c) The Assignor has performed all of its obligations under the Redevelopment Agreement which are required to be performed as of the date hereof and there are no existing defaults by Assignor, the City or the Authority under the Redevelopment Agreement;

(d) There are no defenses, setoffs or counterclaims against or with regard to the Redevelopment Agreement or the Tax Increment Note or the indebtedness evidenced thereby;

(e) As of the date hereof, no payments have been made on the Tax Increment Note;

(f) The Tax Increment Note has not been amended or modified in any respect and, to Assignor's actual knowledge, is a valid and enforceable obligation of the Authority in accordance with its terms;

(g) The Redevelopment Agreement has not been amended or modified in any respect;

(h) The Tax Increment Note and the Redevelopment Agreement remain in full force and effect;
and

(i) Except for the financing statement filed in connection with the pledge and security interest granted pursuant to this Assignment, no financing statement covering the Collateral is on file in any public office.

3. COVENANTS OF ASSIGNOR. The Assignor covenants and agrees that so long as any of the indebtedness evidenced by the Note shall be outstanding and unsatisfied and until Lender's commitment to make advances available to Assignor has terminated:

(a) The Assignor shall keep the Collateral: (i) free and clear of any lien, security interest or encumbrance, except for the liens and security interests created by this Assignment; and (ii) free from all tax liens;

(b) The Assignor shall maintain and keep accurate records, books and accounts with respect to the Collateral and any money, accounts receivable, and other proceeds of any sale or other disposition, and give to the Lender upon request, a full and complete accounting with respect to the Collateral and the money, accounts receivable, proceeds and business;

(c) The Assignor shall permit the Lender, through any representatives it may designate, at all reasonable times upon reasonable advance notice to enter any premises of the Assignor in which either the Collateral or any of the records, books and accounts may be situated, or any premises where the Lender has reasonable cause to believe the items may be situated, for the purpose of examining and inspecting the Collateral;

(d) The Assignor shall join with the Lender in preparing and filing at the appropriate offices one or more financing statements with regard to the Collateral complying with the UCC, in form satisfactory to the Lender;

(e) The Assignor shall maintain, or cause to be maintained, insurance policies on the Project in accordance with the requirements set forth in the Loan Agreement and set forth in the Redevelopment Agreement;

(f) The Assignor shall do any additional acts as the Lender may reasonably require for the purpose of more completely assuring to the Lender its rights to the Collateral;

(g) At any time the Assignor receives a written notice of default under the Redevelopment Agreement, the Assignor shall promptly provide a copy of such notice of default to the Lender; and

(h) The Assignor shall fully comply with its obligations under the Redevelopment Agreement and shall not waive, excuse, condone or in any matter release or discharge the City or the Authority of their respective obligations under the Redevelopment Agreement or under the Tax Increment Note.

4. SECURITY AGREEMENT. This Assignment constitutes a "Security Agreement" under the UCC and shall be governed by the UCC.

5. PREPAYMENTS OF THE TAX INCREMENT NOTE. To the extent not directly paid to the Lender, the Assignor agrees that should the Authority at any time prepay the Tax Increment Note, the Assignor will deposit or cause to be deposited with the Lender the entire amount of such prepayment. Any amount deposited with the Lender shall, at Lender's option, be applied by the Lender to pay or prepay the Loan in accordance with the terms of the Loan Agreement or shall be held by the Lender in an escrow account for payment of the Loan. The sums held in escrow pursuant hereto are held as security for the Loan, the Assignor hereby granting a security interest in such sums to the Lender as security for the same.

6. AUTHORIZATION TO THE AUTHORITY. The Authority is hereby irrevocably authorized and directed to make payments under the Tax Increment Note directly to the Lender (for the account of Assignor) and to recognize the claims of the Lender or its assigns without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Lender or its successors or assigns or the existence of any Default or Event of Default, and the Assignor hereby irrevocably directs and authorizes the Authority to pay exclusively to the Lender or its assigns from and after the date hereof until such time as the Loan is indefeasibly paid in full and Lender's commitment to make advances available to Assignor has terminated, all sums due under the Tax Increment Note that are otherwise due and payable to Assignor under the Tax Increment Note. To the extent such sums are paid to the Lender or its assigns, the Assignor agrees that the Authority shall have no further liability to the Assignor for the same. The sole receipt by the Lender or its assigns of any sum paid by the Authority shall be in discharge and release of that portion of any amount owed by the Authority to Assignor under the Tax Increment Note. The Authority is intended to and shall be a third party beneficiary to the foregoing provisions of this Section 6. The Authority has acknowledged the Lender's rights under this Assignment pursuant to a Consent and Estoppel Certificate, dated on or about the date hereof, in the form attached hereto as Exhibit B.

7. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an event of default under this Assignment (individually, and, collectively, an "Event of Default"):

(a) Any failure by the Assignor to fully and completely perform any of the duties or obligations of Assignor under this Assignment or any failure by the Assignor to fully and completely observe, satisfy and comply with all terms, covenants and conditions of this Assignment and such failure is not cured within thirty (30) days after written notice thereof;

(b) Any representation or warranty of the Assignor contained in this Assignment shall be untrue or misleading in any material respect and the Assignor fails to take such actions as may be required to make such representation or warranty true and not misleading in any material respect within thirty (30) days after written notice thereof; and

(c) Any event designated as an "Event of Default" under the Note, under the Loan Agreement or under any Loan Document.

8. REMEDIES. Upon the occurrence and during the continuance of an Event of Default:

(a) The Lender may: (i) at its option, cure the Event of Default if it involves the payment of money (A) for insurance or taxes, assessments or other charges which Assignor has not paid in accordance with the Loan Agreement; or (B) for the satisfaction or discharge of any lien, security interest or encumbrance upon the Collateral, in which event the amount of any payments shall be added to the indebtedness secured by this Assignment, shall be secured, and shall be payable by the Assignor to the Lender on demand; (ii) at its option, declare the indebtedness secured by this Assignment and evidenced by the Note to be immediately due and payable; (iii) take possession of the Collateral in accordance with applicable law; and/or (iv) exercise any and all other rights and remedies accorded to it by the UCC. In the event that any notice is required to be given under the UCC, such requirements for reasonable notice shall be satisfied by giving at least ten (10) days' notice prior to the event or thing giving rise to the notice requirement.

(b) The Assignor shall: (i) upon demand by the Lender, assemble the Collateral and make it available to the Lender, to which the Lender shall have exclusive and unlimited access during the period it is exercising its rights and remedies under this Section 8; and (ii) pay to the Lender on demand the expenses of the Lender in retaking the Collateral, holding it, and, where it is to be disposed of, preparing

it for sale and selling it, including the Lender's reasonable attorneys' fees and legal expenses incurred in connection with any retaking or sale; and (iii) upon demand by the Lender (A) assign or endorse to the Lender all Proceeds and accounts receivable resulting from the sale of any of the Collateral; and (B) deliver to the Lender all Proceeds received from the sale of any of the Collateral.

(c) Except as evidenced in a written notice signed by the Lender, no course of dealing between the parties or any delay on the part of the Lender in exercising any rights shall operate as a waiver of any rights or remedies of the Lender.

(d) No remedy conferred upon the Lender is intended to be exclusive of any other remedy.

9. MISCELLANEOUS PROVISIONS.

(a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be given in accordance with the terms of the Loan Agreement.

(b) Successors and Assigns. All rights of the Lender shall inure to the benefit of its successors and assigns, and all representations, warranties, covenants and obligations of Assignor shall bind its successors and assigns.

(c) Defined Terms. The definitions of the terms used in this Assignment and not otherwise defined herein shall be those found in the UCC.

(d) Severability. It is the intent of this Assignment to confer to the Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

(e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

(f) WAIVER OF TRIAL BY JURY. ASSIGNOR AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN ASSIGNOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

(g) JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS.

ASSIGNOR WAIVES ANY CLAIM THAT THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE SERVICE THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment of Tax Increment Note is executed as of the date first above written.

ASSIGNOR:

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc.
Its Sole Member

By: _____
Name: _____
Title: _____

LENDER:

DOUGHERTY FUNDING LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

**ALLONGE ENDORSEMENT TO
UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY**

**HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA
TAXABLE TAX INCREMENT REVENUE NOTE, SERIES 2019
(FORD SITE REDEVELOPMENT PROJECT)**

FOR VALUE RECEIVED, Project Paul, LLC, a Delaware limited liability company endorses, assigns and transfers with recourse to Dougherty Funding LLC, a Delaware limited liability company, all right, title and interest in and to the following described Tax Increment Revenue Note:

Housing and Redevelopment Authority of the City of Saint Paul, Minnesota Taxable Tax Increment Revenue Note, Series 2019 (Ford Site Redevelopment Project) in the maximum principal amount of \$[34,493,926.00] executed by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body, corporate and politic organized and existing under the laws of the State of Minnesota, as holder.

Dated this ___ day of _____, 201__.

THIS ALLONGE IS TO BE AFFIXED
TO THE NOTE DESCRIBED ABOVE

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc.,
Its Sole Member

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, the _____ of Ryan Companies US, Inc., the sole member of Project Paul, LLC, a Delaware limited liability company, on behalf of such company.

Notary Public

EXHIBIT B

CONSENT AND ESTOPPEL CERTIFICATE

THIS CONSENT AND ESTOPPEL CERTIFICATE (this “Estoppel Certificate”), is dated as of December __, 2019, and is from the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the “City”) and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), to DOUGHERTY FUNDING LLC, a Delaware limited liability company (the “Lender”), and its successors, assigns and participants. The City and the Authority each hereby agrees with Lender as follows:

1. Unless the context otherwise indicates, capitalized terms not otherwise defined herein shall have the definitions given such terms in that certain Redevelopment Agreement dated as of December __, 2019 (the “Redevelopment Agreement”) by and among the City, the Authority, Project Paul, LLC, a Delaware limited liability company (the “Borrower”) and joined in by MN Ford Site Apartment Land LLC, a Delaware limited liability company.

2. The Authority understands that the Lender contemplates making a loan to the Borrower in the maximum principal amount of up to \$[38,250,000.00] (the “Loan”), which Loan is secured by an Assignment of Tax Increment Financing Documents dated as of December __, 2019 (the “TIF Assignment”), between the Borrower and the Lender. Pursuant to the TIF Assignment, the Borrower has collaterally assigned to Lender and granted to the Lender a security interest in that certain Taxable Tax Increment Revenue Note, Series 2019 (Ford Site Redevelopment Project) in the original principal face amount of \$[34,493,926.00] (the “Tax Increment Note”).

3. The City and the Authority each understands that the Lender has required this certificate as a condition of making the Loan and that the Lender will rely on this certificate in connection therewith.

4. The City and the Authority each acknowledges that, in exchange for developing the Public Infrastructure and certain other Project improvements, the Borrower has received from the Authority, among other things, the Tax Increment Note. Further, the Authority acknowledges that, to secure the payment of the debt owed by the Borrower to the Lender arising by reason of the Loan, the Borrower has collaterally assigned to Lender and granted to the Lender a security interest in the Tax Increment Note.

5. The City and the Authority each further covenants, represents, and warrants to and agrees with Lender (as applicable) as follows:

- a. That it has received good and valuable consideration for the issuance of the Tax Increment Note, that the Tax Increment Note has been duly authorized, executed and delivered by the Authority and that the Tax Increment Note is a valid and binding special limited obligation of the Authority, subject to the terms and conditions thereof, payable solely from the sources provided therefor in the Tax Increment Note and in the Redevelopment Agreement;
- b. The City and the Authority each has the corporate power and authority to perform their respective obligations under the Redevelopment Agreement and the Tax Increment Note;
- c. That it will deposit all payments due with respect to the Tax Increment Note, and any optional prepayments, either in whole or in part, with the Lender at the address set forth

in Section 7 below, and upon such deposit its obligations under the Tax Increment Note shall be deemed discharged to the extent paid to the Lender;

- d. That it hereby consents to the execution and delivery of the Assignment of TIF Documents, and to the liens and security interests created therein, as security for the Loan;
- e. That it has received and approved evidence of all insurance (and proof of payment of all premiums therefor) required to be maintained by Borrower pursuant to Section 7.1 of the Redevelopment Agreement; and
- f. That it has received and approved the payment and performance bonds required to be obtained by Borrower pursuant to Section 8.5 of the Redevelopment Agreement.

6. The Redevelopment Agreement has not been amended or modified in any respect and it, together with all exhibits thereto or other documents referred to in the Redevelopment Agreement or in the exhibits thereto, represents the entire agreement of the parties thereto as to all of the subject matters dealt with therein. The Redevelopment Agreement is in full force and effect, and the Authority has given no notice of any default thereunder. As of the date hereof, no payments have been made on the Tax Increment Note. To the City's and the Authority's actual knowledge, the Borrower has performed all of its obligations under the Redevelopment Agreement which are required to be performed as of the date hereof. To the City's and the Authority's actual knowledge, the Borrower is not in default in the performance or observance of any of its covenants or agreements under the Redevelopment Agreement or pursuant to any other agreement with the City or with the Authority as of the date hereof and neither the City nor the Authority is aware of any current defenses, setoffs, or counterclaims against or with respect to the Tax Increment Note or the indebtedness evidenced thereby.

7. Until the termination of the Assignment of TIF Documents, the City and the Authority each agrees to give the Lender a copy of each notice or demand given to the Borrower with respect to any breach or default by the Borrower in its obligations under the Redevelopment Agreement at the same time such notice, demand or other communication is given to the Borrower under the Redevelopment Agreement, addressed to Lender as follows:

Dougherty Funding LLC
90 South Seventh Street
Suite 4300
Minneapolis, Minnesota 55402
Attention: Loan Servicing Department

8. The City and the Authority each agrees (A) to accept the cure by the Lender of any monetary default by the Borrower under the Redevelopment Agreement within ten (10) days after the later of (i) delivery of notice of such default to Lender pursuant to Section 7 above and Section 14.3 of the Redevelopment Agreement and (ii) the expiration of the cure periods afforded to Borrower in the Redevelopment Agreement and (B) to accept the cure by the Lender of any non-monetary default by the Borrower under the Redevelopment Agreement within thirty (30) days after the later of (i) delivery of notice of such default to Lender pursuant to Section 7 above and Section 14.3 of the Redevelopment Agreement and (ii) the expiration of the cure periods afforded to the Borrower in the Redevelopment Agreement, but acknowledges that the Lender shall be under no obligation to cure any such monetary or non-monetary default. No commencement of any performance by Lender or any obligation of Borrower required under the Redevelopment Agreement shall obligate Lender to continue or complete such performance or otherwise perform any of Borrower's obligations under the Redevelopment Agreement.

9. The City and the Authority each acknowledges and agrees that neither the Lender, nor its successors or assigns shall be obligated to construct or complete the Public Infrastructure or any other portion of the Project.

10. The City and the Authority each agrees to provide the Lender with notice of any modifications or amendments to be made to the Redevelopment Agreement and the right to consent to such modifications or amendments.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned officers of the City and officers of the Authority have caused this Consent and Estoppel Certificate to be signed by its duly authorized representatives as of the date and year first written above.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT
PAUL, MINNESOTA**

By: _____
Chair or Commissioner

By: _____
Executive Director

By: _____
Director, Office of Financial
Services of the City

CITY OF SAINT PAUL, MINNESOTA

By: _____
Mayor

By: _____
Director, Office of Financial Services

Approved as to form:

Assistant City Attorney

Exhibit KK

Form of Memorandum of Agreement

Memorandum of Redevelopment Agreement

(Ford Site)

This Memorandum of Redevelopment Agreement (this “Memorandum”) is entered into as of December ___, 2019, by and among the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the “City”), the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and Project Paul, LLC, a Delaware limited liability company (“Developer”).

RECITALS:

A. City, Authority, and Developer have entered into a certain Redevelopment Agreement dated as of December ___, 2019 (the “Redevelopment Agreement”), whereby the parties have agreed to various aspects of the redevelopment of that certain parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”), which Redevelopment Area has been subdivided into platted lots and blocks in accordance with the Ford Subdivision plat (the “Plat”). The Redevelopment Area as subdivided by the Plat is legally described on the attached **Exhibit A**.

B. Pursuant to and in accordance with the Redevelopment Agreement, Developer will construct and install certain horizontal infrastructure improvements within the Redevelopment Area (as further defined in the Redevelopment Agreement the “Public Infrastructure”) and the City and the Authority will provide certain financial assistance in connection with such Public Infrastructure.

C. Developer’s construction and installation of the Public Infrastructure is intended to result in the creation of development-ready land parcels in the Redevelopment Area (each a “Lot” according to the Plat, including any further subdivisions of any said Lot which creates a separate tax parcel with a separate legal description) for the development and construction of privately owned and maintained vertical improvements (as further defined in the Redevelopment Agreement “Vertical Development”) by certain Secondary Developers (as defined herein).

D. The parties wish to give notice of the existence of the Redevelopment Agreement and certain rights and obligations included therein related to the transfer of Lots to Secondary Developers.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.
2. Notice of Agreement. This Memorandum has been executed and delivered by the parties for the purpose of recording and giving notice (a) that a contractual relationship for the redevelopment of the Redevelopment Area has been created among the parties in accordance with the terms, covenants and conditions of the Redevelopment Agreement and (b) that the Redevelopment Agreement imposes certain obligations on the owner of any Lot who undertakes or intends to undertake the development and

construction of any element of Vertical Development on its Lot (each a “Secondary Developer”), all as more particularly described in Section 4 of this Memorandum.

3. Secondary Developer Obligations. Each Secondary Developer is required to assume certain obligations under the Redevelopment Agreement in connection with the development and construction of Vertical Development on its Lot. As of the closing of any transfer of a Lot by Developer to a Secondary Developer, and any subsequent transfer of a Lot from a Secondary Developer to a successor Secondary Developer, occurring prior to the issuance of an Element Release (defined below) with respect to such Lot, Developer or the current Secondary Developer, as applicable, and its transferee Secondary Developer shall execute an assignment and assumption of Secondary Developer Obligations with respect to such Lot in substantially the form attached to this Memorandum as **Exhibit B** (each a “Assignment and Assumption of Secondary Developer Obligations”). As more particularly described in the Assignment and Assumption of Secondary Developer Obligations, after a certificate of occupancy has been issued by the City for an element of Vertical Development, the Secondary Developer may request, and the City and the Authority shall promptly deliver to such Secondary Developer, a release of the assumed obligations of such Secondary Developer executed by the City and the Authority in substantially the form attached to the Assignment and Assumption of Secondary Developer Obligations (each an “Element Release”).

4. Incorporation by Reference. The terms and conditions of the Redevelopment Agreement are incorporated by reference into this Memorandum as if fully set forth herein.

5. Counterparts. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of page left blank intentionally; signature pages follow]

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

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____ and _____, the Mayor of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Chair or Commissioner

By: _____
Its Executive Director

By: _____
Its Director, Office of Financial Services of the City

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the Executive Director of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ and _____, the Director, Office of Financial Services of the City of Saint Paul, Minnesota, on behalf of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc., a Minnesota
corporation, its Sole Member

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019,
by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation,
the Sole Member of Project Paul, LLC, a Delaware limited liability company, on behalf of the limited
liability company.

Notary Public

Exhibit A

Legal Description of Redevelopment Area

Developer Lots

Lot 1, Block 1;

Lot 1 and Lot 2, Block 2;

Lot 1 and Lot 2, Block 3;

Lot 1, Block 4;

Lot 1, Block 5;

Lot 1, Block 6;

Lot 1, Block 7;

Lot 1 and Lot 2, Block 8;

Lot 1 and Lot 2, Block 9;

Lot 1, Block 10;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota.

Weidner Lots

Lot 1, Block 11;

Lot 1, Block 12;

Lot 1, Block 16;

Lot 1, Block 17;

Lot 1, Block 18;

Lot 1, Block 22;

Lot 1, Block 23;

Lot 1, Block 24;

Lot 1, Block 28; and

Lot 1, Block 29;

all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Association Lots:

Outlot B, Outlot C, and Outlot D, all in FORD, according to the recorded plat thereof, Ramsey County, Minnesota

Exhibit B

Form of Assignment and Assumption of Secondary Developer Obligations

Assignment and Assumption of Secondary Developer Obligations
(Ford Site)

This Assignment and Assumption of Secondary Developer Obligations (this “Agreement”) is dated as of _____, _____ (the “Effective Date”), by and among _____, a _____ (“Assignor”) and _____, a _____ (“Assignee”).

Recitals:

A. As of the Effective Date, Assignor has conveyed to Assignee that certain real property situated in the city of Saint Paul (the “City”), county of Ramsey, state of Minnesota, and legally described in the attached **Exhibit A** (the “Development Property”), which Development Property is a part of that certain larger parcel of land consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant and is commonly known as the Ford Redevelopment Site (the “Redevelopment Area”).

B. The Redevelopment Area and the Development Property are subject to the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “Master Plan”).

C. The Redevelopment Area and Development Property are also currently subject to that certain Redevelopment Agreement (the “Redevelopment Agreement”) dated December __, 2019 and entered into by and among the City, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”), and Project Paul, LLC, a Delaware limited liability company (“Developer”).

D. Pursuant to and in accordance with the Redevelopment Agreement, Developer has or will construct and install certain horizontal infrastructure improvements within the Redevelopment Area (as further defined in the Redevelopment Agreement, the “Public Infrastructure”) and the City and the Authority will provide certain financial assistance in connection with such Public Infrastructure.

E. Developer’s construction and installation of the Public Infrastructure is intended to result in creating development-ready Lots, including the Development Property, for the development and construction of privately owned and maintained vertical improvements (as further defined in the Redevelopment Agreement, “Vertical Development”).

F. Pursuant to Section 2.3 of the Redevelopment Agreement, the Owner (as defined in **Exhibit B**) of any Lot who undertakes or intends to undertake the development and construction of any element of Vertical Development is referred to as a “Secondary Developer” and each Secondary Developer is required to assume certain obligations under the Redevelopment Agreement in connection with the development and construction of Vertical Development on its Lot.

G. In accordance with Section 2.3 of the Redevelopment Agreement, Assignee is executing this Agreement in order to accept and assume and agree to perform all Secondary Developer Obligations relating solely to the Vertical Development of the Development Property, as such Secondary Developer Obligations are more particularly described in this Agreement, arising from and after the Effective Date, all upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereafter contained the parties hereby agree as follows:

1. Recitals; Defined Terms. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein. Terms capitalized in this Agreement, but not otherwise defined, have the meanings given to them in Exhibit B of this Agreement. Terms capitalized in this Agreement, but not otherwise defined herein or in Exhibit B, have the meaning given to them in the Redevelopment Agreement.

2. Secondary Developer Obligations Defined. For purposes of this Agreement, the Secondary Developer Obligations include all of the following, only to the extent each relates to Assignee's ownership of the Development Property and development of the Development Property with Vertical Development:

(a) Utility Easements. As a condition to the Element City Approval for each Element on the Development Property, Assignee shall grant to the City at no cost an easement burdening the applicable portion of the Development Property as reasonably deemed necessary by the City for the occupancy, access, operation, maintenance, repair and replacement of any co-located or adjacent site utilities in substantially the form of that certain Central Stormwater Easement dated December __, 2019 and recorded in the Recording Office as Document No. _____, but limited to the requirements of the applicable Site Utilities. No such easement may materially interfere with the reasonable use and enjoyment of the burdened Lot by Assignee, its successors or assigns, or each of their respective employees, managers, contractors, subcontractors of any tier, tenants (and subtenants of any tier), licensees or invitees (collectively, the "Assignee Parties").

(b) Environmental Review; Compliance with Environmental Requirements. Assignee acknowledges that the redevelopment of the Redevelopment Area was subject to environmental review as required by Minnesota Rules, Chapter 4410 ("EQB Rules"). Developer requested, and the City prepared, an alternative urban area wide review ("AUAR") in lieu of an environmental impact statement (EIS) as authorized by the EQB Rules. Developer must comply with the AUAR and all other Legal Requirements. Assignee will be responsible for obtaining, and maintaining compliance under, any and all necessary permits, licenses, approvals or reviews required by the AUAR and Legal Requirements with respect to Vertical Development on the Development Property.

(c) Minimum Assessment Agreement. Assignee acknowledges that the Development Property is subject to and burdened by that certain Minimum Assessment Agreement dated December __, 2019 and recorded in the Recording Office as Document No. _____ (the "Minimum Assessment Agreement"). Assignee shall comply with the terms and conditions of the Minimum Assessment Agreement as they relate to the Development Property for so long as the Minimum Assessment Agreement remains in effect with respect to the Development Property. Throughout the term of the Minimum Assessment Agreement, Assignee shall take no action or permit any Assignee Parties or others under Assignee's control to take any action to cause the Development Property or any portion thereof to be no longer generally subject to real property taxation. Before the termination of the Minimum Assessment Agreement, Assignee shall not:

(i) Seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of the Development 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;

(ii) Seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Development 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

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

(d) Replacement Minimum Assessment Agreement. In accordance with the Minimum Assessment Agreement, the City and Authority may select certain Lots to be removed from the Redevelopment TIF District and incorporated into new housing TIF districts established in accordance with the TIF Act, and the Owners (including Assignee, if applicable) of such Lots shall execute a replacement minimum assessment agreement substantially in the form attached as Exhibit D to the Minimum Assessment Agreement.

(e) Employment, Contracting, and Wage Requirements. With respect to the construction of any Vertical Development on the Development Property, Assignee agrees as follows:

(i) Affirmative Action/Equal Opportunity Program. Assignee agrees to be bound by and comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 183.04 of the Saint Paul Legislative Code, and Section 86.06 of the Saint Paul Administrative Code, and the Rules Governing Affirmative Requirements in Employment adopted by the Saint Paul Human Rights Commission. Assignee, its contractors, and affected subcontractors shall meet the requirements of this subsection by compliance with the statement of affirmative action/equal opportunity requirements attached as Exhibit C.

(ii) Labor Standards/Wages. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of Section 82.07 of the Saint Paul Administrative Code. Assignee, its contractors and subcontractors of any tier shall meet the requirements of this subsection by compliance with the requirements set forth in Exhibit D Labor Standards. For every Element or portion of an Element financed in whole or in part by state funds, the following provisions further apply:

(A) Prevailing Wage. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established, interpreted, and applied by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

(B) Payrolls/Records. Contractors and subcontractors of any tier shall furnish to Assignee copies of any or all payrolls not more than 14 days after the

end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30. Subcontractors of any tier must furnish payrolls to the prime contractor. The City and Authority may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

(C) Posting of Wage Rates/Required Posters. Each contractor and subcontractor of any tier performing work on a public project shall post the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

(D) Contact. For more information regarding prevailing wage and its application, contact: the Minnesota Department of Labor and Industry, Prevailing Wage Unit, 443 Lafayette Road North, Saint Paul, MN 55155. Phone: (651) 284-5091, email: dli.prevwage@state.mn.us, Web: www.dli.mn.gov.

(iii) Vendor Outreach Program. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the City's Vendor Outreach Program as required by Chapter 84 of the Saint Paul Administrative Code. Under Chapter 84, as the developer of the Redevelopment Area, Developer is permitted to be the prime contractor for the Project, or any part thereof. In entering into contracts and subcontracts for any Vertical Development on the Development Property for professional services and construction services Assignee and its contractors and subcontractors of any tier shall meet the requirements set forth in **Exhibit E**.

(iv) LCPtracker/B2Gnow. This Agreement is subject to contract compliance tracking, and Assignee, contractors and subcontractors of any tier are required to provide any noted and/or requested contract compliance-related data electronically using the LCPtracker/B2Gnow systems. Assignee, contractors, and subcontractors of any tier are responsible for responding by any noted response date or due date to any instructions or request for information and for checking the LCPtracker/B2Gnow systems on a regular basis to manage contact information and contract records. Assignee is responsible for ensuring all contractors and subcontractors of any tier have completed all requested items and that their contact information is accurate and up-to-date. The City and Authority may require additional information to be provided electronically through the LCPtracker/B2Gnow systems at any time before, during, or after execution of this Agreement. Information related to contractor/subcontractor access of the LCPtracker/B2Gnow systems will be provided to a designated point of contact with Assignee and each identified contractor and subcontractor of any tier upon execution of this Agreement. The LCPtracker/B2Gnow systems are web-based and can be accessed at the City's Internet address.

(v) Two Bid Policy. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Authority's two bid policy as set forth in **Exhibit F** (the "Two Bid Policy"). Developer may be the general or prime contractor for the entire Project, or any part thereof; but the Two Bid Policy applies to all other construction contracts and subcontracts. In the event

that Assignee, or an affiliate of a Secondary Developer is a general contractor, then Assignee (or its applicable affiliate) will be bound by and to comply with the Two Bid Policy with respect to its subcontractors and will cause its subcontractors of any tier to comply with the Two Bid Policy.

(vi) Preconstruction Compliance Conference/Ongoing Meetings.

(A) Initial Conference. Assignee and its contractors and subcontractors of any tier shall schedule and attend (with at least 15-days prior notice) a preconstruction compliance conference at a time and place that reasonably works for all attendees, to be conducted by the Authority and City staff. These conferences are held for the benefit and information of all participating contractors and subcontractors and attendance is required. Each area of compliance is reviewed by the appropriate Authority or City staff member and forms are distributed for documentation and reporting. Authority and City staff will explain the documentation at this time and will provide on-going technical assistance in an effort to keep the report requirements up to date. Any subcontractors identified after the initial preconstruction conference shall arrange to attend a subsequent preconstruction conference unless such attendance is waived by the Authority and City.

(B) Ongoing Meetings. Subsequent to the initial preconstruction compliance conference, Authority and City staff will schedule regular meetings with Assignee and its contractors and subcontractors of any tier to review the compliance reports, discuss any obstacles to reaching required goals and contract requirements, and propose courses of action to follow to assure full compliance. The meetings will begin on a monthly basis and then at such intervals as deemed necessary by Authority and City staff.

(vii) Project Labor Agreement. Consistent with the City of Saint Paul policy on the use of project labor agreements (Council File #09-584), as set forth in Exhibit G, Assignee agrees that it will, and that it will cause each of its contractors and subcontractors of any tier to, enter into and comply with the terms of a Project Labor Agreement, or multiple Project Labor Agreements, for work to be performed in connection with any Vertical Development on the Development Property.

(viii) Saint Paul Living Wage Ordinance. If applicable, Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Saint Paul Living Wage and Responsible Public Spending Ordinance codified as Chapter 98 of Saint Paul Administrative Code (“Living Wage Ordinance”) and make payment of a living wage to eligible persons covered by the Living Wage Ordinance. The parties have determined that as of the date of this Agreement there is no public assistance to the Vertical Development of the Development Property; therefore, the Living Wage Ordinance does not currently apply to development of the Development Property. However, when and if there is a publicly financed or credited business subsidy for an Element of Vertical Development, then that specific Element will be subject to an independent legal determination as to application of the Living Wage Ordinance.

(ix) Contract Documents. Assignee shall incorporate in all construction, services, and materials contracts for the Vertical Development on the Development

Property to which it is a party the requirements of this section and to cause its contractors and subcontractors of any tier to incorporate the requirements of this section in all subcontracts.

(x) Sustainable Building Policy. Assignee agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Sustainable Building Policy as set forth in **Exhibit H** and the requirements of Chapter 81 of the Saint Paul Administrative Code.

(f) Compliance with Environmental Requirements; Environmental Remediation.

(i) Assignee shall comply with all applicable environmental Legal Requirements and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(ii) The City and Authority make no representations or warranties regarding, nor does it indemnify Assignee with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the Redevelopment TIF District of any Hazardous Materials, toxic or hazardous substances or wastes, pollutants or contaminants (including asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 961-9657, as amended).

(iii) Neither the City nor the Authority shall have any responsibility or obligation to undertake or pay for any environmental cleanup or remediation on the Development Property.

(g) Construction Bonds. Assignee is not obligated to procure or maintain performance bonds, payment bonds, or other security with respect to the Site Improvements under the Redevelopment Agreement, but Assignee may be required to provide certain performance security in accordance with City ordinances in connection with the City's land use and zoning approvals for Vertical Development on the Development Property.

(h) Liens. If any mechanic's lien is filed against public property arising out of any work or materials performed or provided by or on behalf of Assignee, Assignee shall, within 30 days after notice of such filing, cause such lien to be released of record or shall deliver to the City and Authority a bond or other security for such lien reasonably satisfactory to the City and Authority.

(i) Master Association. Assignee acknowledges and agrees that the Development Property is or will be subject to the Master Association and is or will thereby be subject to payment of certain periodic association dues for the costs of operating and maintaining each component of Public Open Space. Assignee will execute such agreement, consents, and joinders as necessary to establish the Master Association and bind the Development Property to the Master Association. The Master Association will formed and operated as required by Section 2.2(a)(iii) of the Redevelopment Agreement and as otherwise determined by Developer in its discretion, including the requirement that the Master Association organizational documents establish a tiered fee structure in which the association fees are allocated to the properties consisting of Lots 1 and 2, Block 2; Lot 1, Block 7; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 15; Lot 1, Block 16; Lot 1,

Block 21; Lot 1, Block 22; Lot 1, Block 27; Lot 1, Block 28 (all as set forth the original Plat) at a ratio of 2:1 relative to the association fees allocated to the other Lots in the Redevelopment Area.

(j) GI District Connection Fees. Assignee acknowledges and agrees that the Development Property is or will be subject to the City's green infrastructure Ordinance (ORD 19-29 (May 22, 2019)) ("GI Ordinance") and the City Council's Resolution required to establish a green infrastructure district ("GI District") for the Redevelopment Area. Assignee shall provide any consents and waivers deemed reasonably necessary by the City to implement the GI Ordinance and the Resolution establishing the GI District for the Redevelopment Area. Assignee acknowledges and agrees that each Element of Vertical Development will be assessed a connection charge pursuant to the GI Ordinance and Resolution establishing the GI District, payable at the time of issuance of the building permit for each such Element of Vertical Development.

(k) Affordable Housing Requirements; Housing Declaration. Assignee acknowledges that the Development Property is subject to and burdened by those certain Declarations of Covenants and Restrictions each dated December __, 2019 and recorded in the Recording Office as Document Nos. _____, _____, _____, _____ (the "Housing Declaration"). Assignee shall comply with the terms and conditions of each Housing Declaration as they relate to the applicable portion of the Development Property for so long as such Housing Declaration remains in effect with respect to the applicable portion of the Development Property. Assignee acknowledges and agrees that it shall amend any Housing Declaration as required in order to give effect to modifications to the Affordable Housing Schedule pursuant to Section 9.1 (c) and (d) of the Redevelopment Agreement.

(l) Notice of Application for Element Approval. To enable the City and the Authority sufficient time to establish a Housing TIF District, if Assignee is seeking TIF Assistance for an Affordable Rental Element, it shall provide the City and the Authority written notice 180-days before submission of any application for the Element City Approval for such Affordable Rental Element. Further, except as otherwise provided in the first sentence of this section with respect to Affordable Rental Elements, Assignee shall provide the City and the Authority written notice at the time of submission of an application for site plan approval which notice must be given at least 120 days prior to the issuance of a building permit and which notice may be in substantially in the form of the notice letter attached as Exhibit I.

(m) Limited Remedies on Default; Waiver of Consequential Damages. Whenever any Event of Default (as defined in Section 12.4(b) of the Redevelopment Agreement) of the City or the Authority occurs with respect to the Development Property and remains uncured after the expiration of all applicable Cure Rights (as defined in the Redevelopment Agreement), Assignee's sole legal and equitable remedy is an action to compel performance by the City or Authority, as applicable. Assignee has and shall have no right to assert any claim for monetary or other compensatory damages against the City or Authority and will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages.

(n) Reimbursement of Attorneys' Fees. If Assignee shall default under any of the provisions of this Agreement, and the City or Authority shall employ attorneys or incur other reasonable expenses for the enforcement of performance or observance of any obligation or agreement of Assignee contained in this Agreement, the City and Authority in such action or enforcement shall be entitled to payment of its reasonable attorneys' fees and costs incurred therein.

(o) Insurance. Assignee shall maintain commercial general liability insurance, builder's risk insurance, and property insurance in commercially reasonable forms and amounts with respect to the Development Property and any Vertical Development on the Development Property.

(p) Demolition SAC Benefit. Each Secondary Developer shall pay the applicable Demolition SAC Benefit to Developer at the time of obtaining each building permit obtained for each Element of Vertical Development on the Development Property.

(q) Specific Secondary Developer Obligations. [Insert any applicable to the Development Property:

(i) Utilities for Row Home Blocks. The Secondary Developer of Blocks 8, 9, 10, 14, 15, 19, 20, 21, 25, 26, 27, 31, 32, 35, and 36 of the Plat, which Blocks are to be developed with row home-style Housing Units, will be obligated to design, engineer, and construct, at its sole cost, the water and sanitary utilities within the drainage and utility easement areas as depicted on the Plat with respect to each such Block under a City permit and transfer to the City or water authority, as applicable in accordance with Legal Requirements.

(ii) Outlot A. The Owner of Lot 1, Block 3 will be obligated to design, engineer, construct, and maintain any improvements on Outlot A in accordance with the Outlot A Use and Maintenance Agreement.

(iii) Pedestrian Link. The setback area between Lot 1, Block 2 and Lot 2, Block 2 intended to be utilized as a pedestrian walkway between Outlot B (i.e., the Civic Square) and Outlot C (i.e., the Civic Plaza) (the "Pedestrian Link"). Upon completion of the Vertical Development on both Lot 1, Block 2 and Lot 2, Block 2, the Owners of the respective Lots must deliver a public access easement over the Pedestrian Link.]

3. Assignment; Assumption; Indemnification. Assignor hereby transfers, assigns and conveys to Assignee, from and after the Effective Date, all of Assignor's right, title and interest in, to and under the Secondary Developer Obligations related to the Development Property. Assignee hereby accepts such transfer, assignment, and conveyance of Assignor's right, title and interest in, to and under the Secondary Developer Obligations related to the Development Property, and hereby assumes all of the Secondary Developer Obligations related to the Development Property first arising from and after the Effective Date. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any claims asserted against Assignee with respect to the Secondary Developer Obligations and shall reimburse Assignee for any costs and expenses incurred in connection with such claims, including reasonable attorneys' fees related to such claims, to the extent such claims arise out of the failure of Assignor to comply with or to perform any Secondary Developer Obligations accruing prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any claims asserted against Assignor with respect to the Secondary Developer Obligations and shall reimburse Assignor for any costs and expenses incurred in connection with such claims, including reasonable attorneys' fees related to such claims, to the extent such claims arise out of the failure of Assignee to comply with or to perform any Secondary Developer Obligations first accruing on or after the Effective Date.

4. Delivery to the City and Authority; Recording. Assignor will not be released of its Secondary Developer Obligations with respect to the Development Property until execution of this Agreement by Assignor and Assignee and the delivery of a copy fully executed copy of this Agreement to the City and Authority. Upon such delivery to the City and Authority, the City and Authority will be deemed to have released Assignor from the Secondary Developer Obligations with respect to the

Development Property. Either Assignor or Assignee may record this Agreement against the Development Property in the Recording Office.

5. Representation as to Development. Assignee represents to Assignor, the City and Authority that its purchase of the Development Property, and its other undertakings under this Agreement, are for the purpose of developing Vertical Development on the Development Property, and not for the purpose of speculation in land holding.

6. City Approvals. Before commencing construction of any Element, Assignee will be responsible for obtaining the required City Element Approval and all other permits, licenses, and approvals in accordance with applicable Legal Requirements that are necessary for the applicable Element to be lawfully constructed.

7. Release of Completed Elements. Pursuant to Section 2.3(c) of the Redevelopment Agreement, upon issuance of a certificate of occupancy by the City for an element of Vertical Development on the Development Property, Assignee may request, and the City shall promptly deliver to Assignee, a release of this Agreement and the assumed Secondary Developer Obligations hereunder executed by the City and the Authority in substantially the form attached to this Agreement as Exhibit J and otherwise in a form required by the Recording Office for recording against the Development Property (each an “Element Release”). When the City and Authority issue an Element Release with respect to all or part of the Development Property, Assignee may record such Element Release in the Recording Office, and upon such recording such Element Release shall be deemed to conclusively and permanently release the Development Property (or portion thereof) from this Agreement and the assumed Secondary Developer Obligations hereunder.

8. Subsequent Transfers to Successor Secondary Developers. Assignee may, without notifying the City or the Authority, and without first obtaining the City’s or the Authority’s consent, transfer (or enter into a contract to transfer) the Development Property to a successor Secondary Developer in order for such successor Secondary Developer to undertake the development and construction of any Element and not for the purpose of speculation in land holding. As of the closing of any further transfer of the Development Property (or portion thereof) by Assignee to a successor Secondary Developer, and any subsequent transfer of the Development Property (or portion thereof) from such successor Secondary Developer to another successor Secondary Developer, occurring prior to the issuance of an Element Release with respect to the Development Property, Assignee or the current Secondary Developer, as applicable, and its transferee Secondary Developer shall execute an assignment and assumption of Secondary Developer Obligations with respect to the Development Property in substantially the form of this Agreement.

9. Notice. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to Assignor:

Attn: _____

If to Assignee:

Attn: _____

If to the City:

City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

With a copy to:

City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

With a copy to:

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

If to the Authority:

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

With a copy to:

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

10. Miscellaneous.

(a) Recording. Any document or amendment thereto required to be recorded in the Recording Office pursuant to the terms of this Agreement shall be recorded at no cost to the City or the Authority.

(b) Authority. Each party to this Agreement represents and warrants to the other parties to this Agreement that it is duly authorized to enter into this Agreement and perform its respective obligations hereunder and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one instrument.

[Remainder of page intentionally left blank; signature pages follow]

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

ASSIGNOR:

[_____,
a _____]

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, the _____ of _____, on behalf of said
_____.

Notary Public

ASSIGNEE

a _____

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, the _____ of _____, on behalf of said
_____.

Notary Public

Exhibit A

Legal Description of the Development Property

[To be inserted at time of execution]

Exhibit B

Definitions

“Demolition SAC Benefit” means the amount to be paid to Developer in connection with building permits obtained for each element of Vertical Development on the Redevelopment Area, by Assignee or any other Secondary Developer for the value of the Demolition SAC Credits available with respect to such Element of Vertical Development.

“Demolition SAC Credits” means the approximately 4,157 Metropolitan Council Environmental Services (MCES) Sewer Availability Charge (SAC) credits resulting from the demolition of the car and truck assembly plant previously located on the Redevelopment Area.

“Element” or “Element of Vertical Development” means an individual development element of the anticipated Vertical Development on any part of the Development Property.

“Element City Approval” means, for any Element, the City resolution issued, if applicable, and the final development plan, site plan, building permits, or other permits approved by the City pursuant to Legal Requirements.

“Environmental Law” means any federal, state or local law, rule, regulation, ordinance, or other legal requirement relating to (i) a release or threatened release of any Hazardous Material, (b) pollution or protection of public health or the environment or (ii) the manufacture, handling, transport, use, treatment, storage, or disposal of any Hazardous Material.

“Hazardous Materials” means petroleum, asbestos-containing materials, and any substance, waste, pollutant, contaminant or material that is defined as hazardous or toxic in any Environmental Law.

“Infrastructure Plans” means those certain engineered drawings, plans, and specifications for the Public Infrastructure to be prepared by Developer and Developer’s consultants in accordance with Legal Requirements, this Agreement and the Site Improvement Performance Agreement, and as approved by the City and the Authority.

“Lot” means a Lot of the Redevelopment Area, according to the FORD subdivision plat, attached as Exhibit B to the Redevelopment Agreement, recorded in Ramsey County, Minnesota, or any further subdivision of said Lots which creates a separate tax parcel with a separate legal description.

“Legal Requirements” means all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities, foreseen and unforeseen, ordinary or extraordinary, then applicable to or required in connection with the Project or any part of the Project, including, without limitation, the TIF Plan, Master Plan, any approved master site plan for the Property, any approved site plan for any portion of the Property, Ordinance Permit per Chapter 6 of the St. Paul Administrative Code, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

“Master Association” means a non-profit master association established by Developer and organized under Minnesota law who may seek to utilize the petition rights granted under Minnesota Statutes Chapter 428A to fund relevant portions of its operations and maintenance costs with respect to the Public Open Spaces.

“Public Open Spaces” means (i) that certain parcel of land within the Redevelopment Area platted as Outlot D on the Plat and to be allocated for public use, including the improvements, enhancements, and infrastructure within the public use area as coordinated with the Infrastructure Plans; (ii) that certain parcel of land within the Redevelopment Area platted as Outlot B on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon constructed in coordination with the Infrastructure Plans; and (iii) that certain parcel of land within the Redevelopment Area platted as Outlot C on the Plat to be allocated as a public use area, including the improvements and infrastructure thereon, constructed in coordination with the Infrastructure Plans

“Recording Office” means the Office of the County Recorder for Ramsey County, Minnesota and/or Office of the Ramsey County Registrar of Titles, as applicable to the Lot being addressed.

“Redevelopment TIF District” means the tax increment financing district established by the Authority in accordance with the TIF Act, on March 23, 2016, as amended from time to time, including without limitation as described in Section 9.3 of the Redevelopment Agreement, and referred to as “Ford Site Redevelopment Tax Increment Financing District (#322)” pursuant to the Tax Increment Financing Plan for the Redevelopment TIF District, adopted by the City Council on March 16, 2016, and adopted by the Authority on March 23, 2016, as amended from time to time.

“Site Improvements” means, collectively, the Public Infrastructure and the Public Open Spaces.

“Site Improvement Performance Agreement” means the separate site improvement performance agreement to be entered into between Developer and the City on an even date with the Redevelopment Agreement containing the City’s engineering requirements for the Site Improvements and the process for the City’s review and approval of the Infrastructure Plans.

“Site Utilities” means improvements and infrastructure that facilitate the distribution and collection of public utility services, including water facilities, fire hydrants, sanitary sewer facilities and stormwater facilities (including catchment, conveyance, treatment and storage facilities such as tanks and ponds), each to the extent identified, depicted, and specified in the Plat, as applicable, and the Infrastructure Plans.

Exhibit C

Statement of Affirmative Action/Equal Opportunity Requirements

[See attached.]



CITY OF SAINT PAUL
Melvin Carter, Mayor

*280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659*

*Telephone: (651) 266-8900
Facsimile: (651) 266-8919
TDD: (651) 266-8977*

AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY (AA/EEO) Contract Specifications

Definition of Terms:

City Funds – Money originating from the City of Saint Paul or other federal and state funds. Some examples include: Capital Investment Bonds (CIB), U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG), Federal Low Income Housing Tax Credits (LIHTC), Housing Redevelopment Authority (HRA), Home Investment Partnership Program (HOME), Metropolitan Council funding programs, multi-family Housing Revenue Bonds, Sales Tax Revitalization (STAR), Tax Increment Financing (TIF), and any combination of loans, grants, and land write-down or other funding vehicles.

Contract – A formal agreement between the City of Saint Paul and a contractor. For AA/EEO compliance monitoring, the word “contract” is used to refer to all agreements. A contract is defined as a development agreement, master contract, a professional service agreement, a purchase order, a service agreement, and any other contract where the City provides funding.

Contractor – Any person entering into a contract or agreement with the City of Saint Paul.

Person – Includes natural persons, firms, corporations, partnerships, joint ventures, companies, organizations, for profit and nonprofit, agencies, clubs, groups, or any other association of natural persons, legal entities, or both.

1. Contractors who have been awarded or enter into a contract with the City that meets or exceeds \$50,000 within the preceding twelve-month period are required to submit the company's Affirmative Action Plan (AAP) to the City for certification.
 - a. There is a fee of \$75 to cover the cost of certifying the affirmative action plan.
 - b. An Affirmative Action Program Registration (AAPR) document is provided by the City for the contractor to use in lieu of submitting an Affirmative Action Plan.
2. Submission of the AAP or AAPR indicates that the contractor:
 - a. has a policy of equal employment opportunity
 - b. is committed to affirmative action
 - c. fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts and agreements
 - d. intends to implement those policies.

3. The contractor shall take specific actions to ensure equal employment opportunity. The contractor shall document these efforts fully and shall implement affirmative action steps as indicated in the AAP.
 - a. Designate a responsible official to monitor employment activities.
 - b. Maintain an environment free of harassment, intimidation, coercion, and discriminatory acts.
 - c. Establish and maintain face to face relationship with recruitment sources for people of color and individuals with disabilities.
 - d. Annually review the affirmative action plan activities.
4. If the contractor fails to comply with the affirmative action requirements, its implementing rules, or these specifications, the Director may proceed with sanctions which may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.
5. The contractor shall not enter into any contract or agreement with any person or firm debarred from government contracts under Section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, Federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.

Contact:

HREEO – AA/EEO Contract Compliance Officer
affirmativeaction@ci.stpaul.mn.us
Phone: 651-266-8900

The City of Saint Paul Human Rights Ordinance
[Section 183.04 of the Saint Paul Legislative Code](#) and Rules

Workforce Participation Goals for Construction Contracts

The following supplemental AA/EEO specifications shall apply to contracts for construction which receive City funding. All contractors need to include these specifications in all lower tier contracts for construction work. Developer and prime contractor shall communicate this information to all subcontractors.

City workforce participation goals for City funded construction projects of \$50,000 or more are expressed as a percentage of the total hours performed by female and minority construction workers.

32% Minority total project hours
20% Female total project hours

After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a pre-construction conference. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.

Each contractor that utilizes subcontractors must submit the **Prime and Subcontractor Identification Form** identifying lower tier contractors and material suppliers.

All lower tier or sub-contractors must complete and submit the mandatory **Project Employment Utilization (PEU)** form indicating estimated total number of project work hours, and estimated women and minority workforce hours. Contractors must indicate on the bottom of the PEU form if they will meet the goals with their internal workforce or by hiring additional employees. If they are unable to meet the goals, they must provide the reason at the bottom of the PEU form. The prime contractor must collect the PEU forms from subcontractors and submit them to the City's AA/EEO Compliance Officer at: affirmativeaction@ci.stpaul.mn.us

Workforce participation goals on construction projects is monitored via certified payroll in **LCPtracker**. LCPtracker is a paperless, online system of entering certified payroll reports. In LCP Tracker, contractors are required to select the job classification, gender, and race of each individual worker. In instances where LCPtracker is not used, contractors shall report the project workforce participation goals manually on city provided spreadsheet.

Failure to make Good Faith Efforts

If a contractor fails to make and demonstrate a good faith effort to meet the goals for participation of women and minorities, the Director may take appropriate measures to sanction the contractor. This may include: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid.

Exhibit D

Labor Standards/Wages

[See attached.]



**CITY OF SAINT PAUL
CITY LABOR STANDARDS (LITTLE DAVIS-
BACON) REQUIREMENTS. GENERAL AND
SUBCONTRACTORS AGREE TO ABIDE BY ALL
REQUIREMENTS CONTAINED HEREIN.**

- All City of Saint Paul projects in the amount of \$25,000 dollars or more require that all workers on the job site whose duties are physical or manual be paid weekly prevailing rates (including fringe benefits).
- Workers shall be compensated at not less than one and one-half times the *basic rate of pay* plus one times the identified fringe benefit amount for all hours worked in excess of 8 per day or 40 per week on this project (whichever is greater). "Basic rate of pay" is the hourly amount listed under the "basic rate" column in the wage decision.
- Developer/prime contractor is responsible for only employing subcontractors who have certified eligibility in written contracts containing Little Davis-Bacon Requirements. Contracts cannot be awarded to businesses debarred or suspended by federal, state, or city authorities.
- Developer/prime contractor is responsible for posting the Prevailing Rates Schedule and "Notice to All Employees" (red, white, and blue poster) in a highly visible location on the job site.
- Prime, subcontractors and lower-tiers must submit a Contractor Profile form and Identification of Prime and Subs if applicable; Prime also submits Weekly Site Logs and keeps the identification of prime and sub-contractors current.
- Payrolls must be certified and submitted using **LCPtracker**. Payroll reports are due within seven (7) days after the payroll period. Non-working weeks must be recorded in LCPtracker for the weeks not onsite after the start of work on the project. The City may hold up payment if payroll is not up to date in LCP Tracker.
- BEFORE performing contract work**, self-employed and partnership contractors must submit bona fide status documentation for review and approval by the labor standards officer.
- Business owners **working with their crew** must report their wage information and can certify the payroll. Business owners **working alone** cannot certify payment of their own prevailing wage; instead they are reported on a weekly payroll prepared and certified by their engaging contractor (wage information must be reported.)

NOTE: Owners, officers, shareholders of a corporation are employees and are to be paid the prevailing rate (including fringe benefits) when working at the project site; All wage information must be included.
- Apprentices/trainees are the only workers allowed to work at a lesser rate when registered in approved apprenticeship/training programs. Submit an Apprenticeship agreement, the current level of advancement and corresponding wage information the week the apprentice first appears on the jobsite. Apprentice to journey-worker ratios must be adhered to hour-for-hour. Apprentices/trainees working alone must be paid journey-worker rates based on the trade listed on the apprenticeship agreement. **THERE ARE NOEXCEPTIONS TO THE ON-SITE RATIO.** Pre-apprentices are not allowed at a lesser rate.
- Cleaning performed during construction is subject to prevailing wage provisions. In the absence of a specific wage rate for cleaning classification, the cleaners must be paid the predetermined wage rate for laborers. Demolition related to the project is also subject to prevailing wage provisions.
- Verification of employee wage receipt may include contacting the local trade or designated benefit fund account, or contractor submission of canceled paychecks, timecards and/or stubs for week(s) specified.
- All timekeeping records (including timecards, work logs, payroll checks and stubs, etc.) must be kept on file for a period of two (2) years after the close of the project.



CITY/STATE LABOR STANDARDS REQUIREMENTS

Developers, general contractors, subcontractors, and lower-tier subcontractors shall comply with any of the following rules and regulations as may be applicable:

- Little Davis-Bacon Ordinance, Section 82.07, Saint Paul Administrative Code
- Minnesota Statutes §§ 177.41- 44 and Rules 5200.1000 – 5200.1120

The requirements of the Ordinance/Statutes are as follows:

- (1) **The minimum wage rates and fringe benefits established by the City of Saint Paul and/or the Minnesota Department of Labor and Industry shall be paid weekly to all on-site workers. Failure to comply with the aforementioned may result in civil or criminal penalties.**
- (2) **All workers shall be paid time-and-one-half for all overtime hours worked, meaning hours worked over 8 in a day or over 40 in a week, whichever is greater.**
- (3) **Apprentices/trainees are allowed to work at a lesser rate if they are registered in approved apprenticeship/training programs. Ratios are applied on-site and the appropriate ratio of apprentices to journey-workers must be maintained hour-for hour. (See Apprentice/Trainee Guidelines)**
- (4) **Independent Truck Owner/Operators or Multiple Truck Owner/Operators must be paid the applicable Truck Rental Rate set out by the Minnesota Department of Labor and Industry. Month-End Trucking reports must be submitted to the City of Saint Paul detailing ITO/MTO work on the project. (See Trucking Guidelines.)**
- (5) **The developer, prime contractor and any subcontractors are required to:**
 - **Provide any noted and/or requested contract compliance-related data electronically in the online Contract Compliance System;**
 - **Respond to any instruction or request for information by any noted response/due date; and**
 - **Check the online Contract Compliance System on a regular basis to manage contact information and payroll records.**

The developer (or prime contractor) is responsible for ensuring all prime contractors, and/or subcontractors have completed all requested items and that their contact information is accurate and up-to-date.

Documents to be attached to all bid specifications, contracts, subcontracts and lower-tier subcontracts for this project include, but are not limited to:

- Labor Standards Requirements;
- Applicable Prevailing Wage Rates;
- Apprentice/Trainee Guidelines; and
- Bona Fide Self-Employed/Independent and Partnership Subcontractor Status

A City Labor Standards Poster and the Prevailing Wage Rate Data **must be** posted at the construction site in a visible location.

FOR ASSISTANCE OR SPECIFIC INFORMATION CONTACT:
Ethan Hansing • City Labor Standards • 15 W. Kellogg Blvd., St. Paul, MN 55102 •
651-266-8921 ethan.hansing@ci.stpaul.mn.us



NOTICE TO CONTRACTORS

The prevailing wage rates certified and published by the Minnesota Department of Labor and Industry apply to all City of Saint Paul Projects (with limited exceptions) in the amount of \$25,000 dollars or more involving new construction, demolition work, or repair work to public and private property. Rates will apply based on construction type, and are subject to change until the date of advertisement.

Wage decisions published by the Minnesota Department of Labor & Industry (DOLI) at the time the contract is signed will be locked in for the duration of the project, provided construction begins within 90 days of contract signing. After 90 days, wage decisions will be updated to the construction start date. **This wage decision may or may not be locked into the contract.**

It is the responsibility of the recipient of City money (e.g., business owner, developer, prime contractor, etc.) to check with City of St. Paul staff to determine whether the wage decision has been updated prior to commencement of construction, regardless of when contract was signed.

Project Defined:

A project consists of all construction necessary to complete a facility regardless of the number of contracts involved, as long as all the contracts awarded are closely related in purpose, time, and place to the work being performed. All work necessary to complete a project, including, but not limited to, buildings (including mixed-use development), public works projects, residential developments, and parks will be subject to prevailing wage requirements unless specifically exempted by the St. Paul Labor Standards Unit. Recipients of City money will not be allowed to break up individual components of a project for purposes of avoiding prevailing wage requirements.

Site Visits

Contractors shall permit City Contract Compliance Staff to conduct unannounced visits to the worksite to interview workers to verify compliance with prevailing wage. If necessary, compliance staff shall check in at the trailer. However, compliance staff must be allowed to conduct interviews unaccompanied by construction staff.

CONSTRUCTION DEFINITIONS:

1. Commercial construction

Commercial construction means all building construction projects exclusive of residential construction.

2. Highway and heavy construction

Highway and heavy construction" means all construction projects which are similar in nature to those projects based upon bids as provided under Minnesota Statutes, section 161.32 for the construction or maintenance of highways or other public works and includes roads, highways, streets, airport runways, bridges, power plants, dams, and utilities.

3. Residential construction or agricultural construction

Residential construction or agricultural construction means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations.

This contract incorporates by reference all the terms and conditions contained in the Prevailing Wage Policy and Procedure Manual, which can be found at: <https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/labor>

ADDITIONAL REQUIREMENTS

The hourly rates, including overtime rates, contained in the wage decision provided in this contract are the minimally-required hourly rates that must be paid to all construction workers on this project, and supersede all other rates, including journeyman rates agreed to between a contractor and a union contained in a collective bargaining agreement or elsewhere.

If a project contains only City money, the City will enforce the apprentice rate guidelines specified in the agreement between the union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce the apprentice ratios pursuant to the contract between the contractors and the union only after obtaining authorization from both parties.

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE
FUNDED CONSTRUCTION PROJECTS**



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2019-11-04

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2019-11-04	32.80	20.44	53.24
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2019-11-04	32.80	20.44	53.24
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2019-11-04	24.00	16.96	40.96
104	FLAG PERSON	2019-11-04	32.80	20.44	53.24
105	WATCH PERSON	2019-11-04	29.40	19.89	49.29
106	BLASTER	2019-11-04	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2019-11-04	35.30	20.44	55.74
108	TUNNEL MINER	2019-11-04	33.50	20.44	53.94
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2019-11-04	33.50	20.44	53.94
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE)	2019-11-04	32.80	20.44	53.24

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.				
111	2019-11-04	32.80	20.44	53.24
TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)				
112	2019-11-04	16.28	4.07	20.35
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.					
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
202	BOOM TRUCK	2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2019-11-04	24.00	16.96	40.96
204		OFF-ROAD TRUCK	2019-11-04	37.79	20.50
	2020-05-01		38.64	21.40	60.04
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR	2019-11-04	32.04	21.26	53.30

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2019-11-04	38.64	20.50	59.14
	2020-05-01	39.49	21.40	60.89
302				HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)
303				CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)
304				ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)
305				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
306				GRADER OR MOTOR PATROL
307				PILE DRIVING (HIGHWAY AND HEAVY ONLY)
308				TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)
GROUP 3	2019-11-04	38.09	20.50	58.59
	2020-05-01	38.94	21.40	60.34
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
315				
316				
317				
318				
319				
320				
321				
322				
GROUP 4	2019-11-04	37.79	20.50	58.29
	2020-05-01	38.64	21.40	60.04
323				
324				
325				
326				
327				
328				
329				
330				
331				
332				
333				
334				
335				
336				
337				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338				
				DOPE MACHINE (PIPELINE)
339				
				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
340				
				DUAL TRACTOR
341				
				ELEVATING GRADER
342				
				FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
343				
				FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
344				
				FRONT END, SKID STEER OVER 1 TO 5 C YD
345				
				GPS REMOTE OPERATING OF EQUIPMENT
346				
				HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
347				
				HYDRAULIC TREE PLANTER
348				
				LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
349				
				LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
350				
				MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
351				
				MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
352				
				PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
353				
				PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
354				
				PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
355				
				POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
356				
				POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
357				
				PUGMILL
358				
				PUMPCRETE (HIGHWAY AND HEAVY ONLY)
359				
				RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
360				
				SCRAPER
361				
				SELF-PROPELLED SOIL STABILIZER
362				
				SLIP FORM (POWER DRIVEN) (PAVING)
363				
				TIE TAMPER AND BALLAST MACHINE
364				
				TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
365				
				TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
366				
TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368				
WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
GROUP 5	2019-11-04	34.75	20.50	55.25
	2020-05-01	35.60	21.40	57.00
369				
AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
373				
FRONT END, SKID STEER UP TO 1C YD				
374				
GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378				
POWER ACTUATED AUGER AND BORING MACHINE				
379				
POWER ACTUATED JACK				
380				
PUMP (HIGHWAY AND HEAVY ONLY)				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384				
STUMP CHIPPER AND TREE CHIPPER				
385				
TREE FARMER (MACHINE)				
GROUP 6	2019-11-04	33.54	20.50	54.04
	2020-05-01	34.39	21.40	55.79
387				
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388				
CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389				
DREDGE DECK HAND				
390				
FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391				
GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
392				
393				
394				
395				
396				
397				

TRUCK DRIVERS

GROUP 1	2019-11-04	31.25	17.50	48.75
601				
602				
603				
GROUP 2	2019-11-04	30.70	17.50	48.20
604				
GROUP 3	2019-11-04	30.60	17.50	48.10
605				
606				
607				
GROUP 4	2019-11-04	32.29	17.50	49.79
608				
609				
610				
611				
612				
613				
614				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2019-11-04	47.10	24.40	71.50
702	BOILERMAKERS	2019-11-04	38.33	27.43	65.76
703	BRICKLAYERS	2019-11-04	36.05	19.68	55.73
704	CARPENTERS	2019-11-04	38.96	22.08	61.04
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLIPREVMWAGE@STATE.MN.US			
706	CEMENT MASONS	2019-11-04	39.65	20.92	60.57
707	ELECTRICIANS	2019-11-04	44.00	30.30	74.30
		2020-05-01	46.90	30.30	77.20
711	GROUND PERSON	2019-11-04	32.42	16.23	48.65
		2020-03-30	33.40	16.30	49.70
712	IRONWORKERS	2019-11-04	37.60	29.40	67.00
		2020-05-01	39.65	29.40	69.05
713	LINEMAN	2019-11-04	46.32	20.12	66.44
		2020-03-30	47.71	20.31	68.02
714	MILLWRIGHT	2019-11-04	35.73	26.43	62.16
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE	2019-11-04	38.70	22.76	61.46

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TAPING OF PAVEMENT MARKINGS)	2020-05-01	40.70	22.76	63.46
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-11-04	38.91	22.08	60.99
717 PIPEFITTERS . STEAMFITTERS	2019-11-04	47.89	27.55	75.44
	2020-05-01	50.39	27.55	77.94
719 PLUMBERS	2019-11-04	48.12	25.33	73.45
	2020-05-01	50.87	25.33	76.20
721 SHEET METAL WORKERS	2019-11-04	44.46	29.17	73.63
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
724 TILE SETTERS	2019-11-04	34.76	23.29	58.05
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2019-11-04	40.17	17.63	57.80
	2020-07-01	41.42	17.63	59.05
728 WIRING SYSTEMS INSTALLER	2019-11-04	28.14	14.71	42.85
	2020-07-01	29.02	14.71	43.73
729 ASBESTOS	2019-11-04	32.68	19.66	52.34

LABOR CODE AND CLASS

**EFFECT
DATE**

**BASIC
RATE**

**FRINGE
RATE**

**TOTAL
RATE**

ABATEMENT WORKER

730

SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR EMAIL
DLI.PREVVAGE@STATE.MN.US

Notice of truck rental rate certification and effective date

The commissioner has certified the minimum truck rental rates for state-funded highway projects effective Jan. 16, 2018. This certification follows the publication of the Notice of Truck Rental Rate Determination in the *State Register* on Dec. 18, 2017, and the informal conference held pursuant to Minnesota Rules, part 5200.1105, on Dec. 28, 2017.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for the Minnesota Department of Labor and Industry (DLI) to obtain further input regarding the determined rates prior to the certification. No additional written input regarding the determination was received by DLI prior to or after the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$45.02	\$37.35	\$82.37
Region 2	Certification date	\$40.79	\$37.35	\$78.14
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$44.01	\$37.35	\$81.36
Region 5	Certification date	\$31.90	\$37.35	\$69.25
Region 6	Certification date	\$43.00	\$37.35	\$80.35
Region 7	Certification date	\$39.86	\$37.35	\$77.21
	May 1, 2018	\$41.36	\$37.35	\$78.71

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 8	Certification date	\$30.50	\$37.35	\$67.85
Region 9	Certification date	\$46.60	\$37.35	\$83.95
	May 1, 2018	\$48.10	\$37.35	\$85.45
Region 10	Certification date	\$42.45	\$37.35	\$79.80

Four-or-more-axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$46.30	\$54.04	\$100.34
	May 1, 2018	\$47.80	\$54.04	\$101.84
Region 2	Certification date	\$49.88	\$54.04	\$103.92
Region 3	Certification date	\$38.51	\$54.04	\$92.55
Region 4	Certification date	\$44.03	\$54.04	\$98.07
Region 5	Certification date	\$25.35	\$54.04	\$79.39
Region 6	Certification date	\$43.00	\$54.04	\$97.04
Region 7	Certification date	\$37.40	\$54.04	\$91.44
Region 8	Certification date	\$24.10	\$54.04	\$78.14
Region 9	Certification date	\$46.70	\$54.04	\$100.74
	May 1, 2018	\$48.20	\$54.04	\$102.24
Region 10	Certification date	\$27.03	\$54.04	\$81.07

Tractors

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor-trailer rental rate
Region 1	Certification date	\$46.85	\$56.11	\$102.96	\$11.46	\$114.42
	May 1, 2018	\$48.35	\$56.11	\$104.46	\$11.46	\$115.92
Region 2	Certification date	\$39.02	\$56.11	\$95.13	\$11.46	\$106.59
Region 3	Certification date	\$38.75	\$56.11	\$94.86	\$11.46	\$106.32
Region 4	Certification date	\$25.22	\$56.11	\$81.33	\$11.46	\$92.79
Region 5	Certification date	\$27.25	\$56.11	\$83.36	\$11.46	\$94.82
Region 6	Certification date	\$32.00	\$56.11	\$88.11	\$11.46	\$99.57
Region 7	Certification date	\$31.80	\$56.11	\$87.91	\$11.46	\$99.37
Region 8	Certification date	\$23.83	\$56.11	\$79.94	\$11.46	\$91.40
Region 9	Certification date	\$47.25	\$56.11	\$103.36	\$11.46	\$114.82
	May 1, 2018	\$48.75	\$56.11	\$104.86	\$11.46	\$116.32
Region 10	Certification date	\$26.50	\$56.11	\$82.61	\$11.46	\$94.07

The minimum truck rental rate for these four types of trucks in the state's 10 highway and heavy construction areas will be effective for all Minnesota Department of Transportation highway construction work financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Ken B. Peterson
Commissioner



The LCPtracker™ service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction, accounting, and payroll programs. The service eliminates the need for contractors to submit paper prevailing wage documents and forms while providing an online database of all certified payroll reports. The service also generates audits, logs and correspondence.

All contract-specific wage rates and worker classifications are online, within the system, and contractors select classifications from a menu. Worker information is entered once and then remains in the system accessible to all of the Agencies' public works contract activity. Potential errors in wage rates or worker classification entries are flagged to contractors preemptively, allowing contractors to correct data prior to submittal.

A few of the immediate benefits conferred by the use of LCPtracker™ are:

- LCPtracker™ confirms rates and classifications prior to allowing contractors to submit payroll or payroll-related documents to the City of Saint Paul.
- All reports are available instantly to contractors in hardcopy and electronic formats.
- No need to mail in paperwork. Payrolls will be submitted electronically. There is an audit trail of all submitted records and all correspondence between the City of Saint Paul and the contractors.

There is no cost to contractors for this service. The successful bidder (contractors with city contracts,) will be given access to the system. On-line training is provided at no cost. Contractors may access the training after receiving login i.d. and password. An email with login instructions will be sent to contractors once they're assigned to a contract in LCPtracker™. Questions may be directed to Ethan Hansing at 651-266-8921, or emailed to Ethan.Hansing@ci.stpaul.mn.us. Complete and full support is also offered directly to contractors by LCPtracker™ for any technical questions on the use of the service. Contact **LCPtracker Support at 714-669-0052, #4** or support@lcptracker.com.

In the event a complaint is submitted to the City, City staff must be able to reasonably determine how much an employee was paid at an hourly rate. City staff might request copies of the employer's internal payroll records if City staff suspect submitted payroll do not accurately reflect what workers were paid. Failure of contractor to maintain adequate internal payroll records will result in City interpreting evidence, including statements made by workers, in a light most favorable to the workers.

P.O. Box 187
Orange, CA 92856-6187
(714) 669-0052
www.lcptracker.com



CITY OF SAINT PAUL APPRENTICESHIP REQUIREMENTS

APPRENTICES/TRAINEES

WAGES	An Apprentice/Trainee can be paid less than the wage rate listed in the wage decision for his/her work classification if he/she is registered in an approved apprenticeship/training program.
PROGRAMS	Approved programs are registered with the Department of Labor (DOL) or a DOL recognized State Apprenticeship Agency (SAC). Apprentices/trainees are paid wage rates in accordance with the wage schedule in the approved program. If a project contains only City money, the City will enforce the apprentice ratio guidelines specified in the agreement between the Union and the contractor. In the absence of an agreement, the City will enforce the DOLI Apprenticeship Ratio Policy. If a contractor and a union have a contract that defines the project in such a way that it contravenes the City's definition of the project, the City will enforce apprentice ratios pursuant to the contract between the contractor and the Union only after obtaining authorization from both parties.
REQUIREMENTS	Submit the following to the City at ContractCompliance@ci.stpaul.mn.us . The City will let you know when apprentice rates have been created. <ul style="list-style-type: none"> ● A copy of the Apprenticeship Agreement; ● The current level of advancement (include “apprentice” and the hour or percentage level with the work classification on your payroll reports); and ● A copy of YOUR registered/approved program wage rates and ratios.
LIMITATIONS	The maximum number of apprentices/trainees you can use on the job site cannot exceed the ratio of apprentices/trainees to journey workers allowed in the approved program. Ratios are applied hour-for-hour at the project site. You will be required to pay wage restitution for ratio violations. NOTE: If the program does not have onsite apprenticeship ratios, your company will be required to follow the apprenticeship ratios promulgated by the Minnesota Department of Labor and Industry.

PROBATIONARY APPRENTICES

Probationary Apprentices can be paid as an apprentice **if**:

- The DOL or SAC has certified that the person is eligible for probationary employment as an apprentice; and
- Verification of this is submitted to your engaging contractor or other designee.

PRE APPRENTICES (an individual not registered in a program)

A Pre-apprentice must be paid the full journey worker rate on the wage decision for the classification of work they perform.

HELPERS/ASSISTANTS

Helpers are not allowed to work at a lesser rate of pay on State and Federally-funded projects.

R.U.C.S (RESIDENTIAL UTILITY CARPENTERS)

R.U.C.s are not allowed to work at a lesser rate of pay on State and Federally-funded projects.



CITY OF SAINT PAUL LITTLE DAVIS-BACON REQUIREMENTS FOR BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS

REQUIREMENTS

- All “self-employed” and “partnership” businesses must provide bona fide status demonstration prior to performing work at the project site. Failure to demonstrate contractor/subcontractor status may result in payment delay and possible contract/subcontract agreement cancellation
- All “self-employed” and “partnership” businesses must have executed and provided a written contract/subcontract agreement (containing the Little Davis-Bacon Labor Standards Requirements and applicable Prevailing Wage Rates) for their work performance to the labor standards contract administrator assigned to this project.

Bona Fide SELF-EMPLOYED SUBCONTRACTOR Status Demonstration

All self-employed contractors/subcontractors must submit copies of 4 of the 6 the documents listed below:

- (1) Identification of a registered trade name and location of telephone listing under that name;
- (2) Contractor’s license;
- (3) A subcontractor’s bond;
- (4) Proof of worker’s compensation insurance coverage;
- (5) Copy of previous tax year’s income tax filing;
- (6) Any other determination regarding status as defined by the State or Federal Department of Revenue

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.

Bona Fide PARTNERSHIP Subcontractor Status Demonstration

If the subcontractor is a partnership, the following must be submitted for approval prior to starting work on the site:

- (1) A copy of the executed partnership agreement;
- (2) Federal and State Tax Identification Numbers applicable to the partnership agreement; and
- (3) A copy of the previous tax year’s filing, including Schedule E

IMPORTANT: Failure to provide copies of the requested documentation will disallow the “subcontractor status” and the individuals will be included on the engaging company’s payroll as employees.



BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS DOCUMENTATION LOG

Pursuant to the 82.07 of the Administrative Code, all contractors awarded contracts with the City of Saint Paul in the amount of \$25,000 or more involving either new construction work or repair work on any roads, bridges, sewers, streets, alleys, parks, parkways, buildings, or any other public work involving the improvement of public or private property, including the removal of public nuisances, **are required** to provide the information detailed in the **BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS SHEET**. Return this log to the Labor Standards Compliance Officer with requested documentation as proof of bona-fide self employed subcontractor status. Use additional forms if necessary.

Project Name: _____ Date: _____

Prime Contractor: _____

Contact Name: _____

Address: _____

Telephone: _____

DIRECTIONS: Please list each subcontractor separately below and circle the type of documentation provided for each subcontractor.

1. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

2. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

3. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

4. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

5. SUBCONTRACTOR: _____

[a] Trade Name [b] License [c] Bond [d] Insurance [e] Partnership [f] Tax Form [g] Trucker

City Labor Standards Officer Contact Information:
City of Saint Paul, Labor Compliance Unit
15 Kellogg Blvd. W, #280, Saint Paul, MN 55102
ethan.hansing@ci.stpaul.mn.us



CITY OF SAINT PAUL TRUCKING GUIDELINES

DEFINITION:

An Independent Truck Operator/Owner (ITO) is an individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity, which provides construction services for a city project.

REQUIREMENTS:

- Pursuant to Section 82.07 of the Saint Paul Administrative Code, Minnesota Statutes 177.41-44, and Minnesota Rules 5200.1100-1102, Independent Truck Operator/Owners must be paid in accordance with the Minnesota Department of Labor and Industry Truck Rental Rates.
- Contractors using ITOs must provide the City with bona fide demonstration of status of such entities upon request by the City anytime before or during life of project. The contractor must provide:
 - (1) A Cab Card;
 - (2) Valid Driver's License and Registration;
 - (3) A copy of the previous year's tax filing; and
 - (4) Any other determination regarding status as defined by the State or Federal Department of Revenue.
- Proof of payment in the form of monthly trucking reports or certified payroll reports may be requested by the City.

EMPLOYEE TRUCK DRIVERS:

Truckers employed by the engaging contractor or subcontractor must be paid the prevailing wage rate according to the applicable job classification in the bid specifications, or if unavailable, pursuant to the Minnesota Department of Labor and Industry Prevailing Wage Rates, and must be included on employee payrolls.

IMPORTANT:

**Failure to provide the requested documentation will disallow the "ITO status"
And the individual(s) will be included on the engaging contractor's payroll
as employees, receiving pay as identified by the Prevailing Wage Rates
applicable to the project.**



**CITY OF SAINT PAUL
DEPARTMENT OF HUMAN RIGHTS & EQUAL ECONOMIC OPPORTUNITY
LABOR COMPLIANCE UNIT**

**APPLICATION OF PREVAILING WAGE RATE
PROVISIONS TO TRUCKERS HAULING MATERIALS**

Pursuant to Section 82.07 of the City of Saint Paul Administrative Code, the City of Saint Paul requires all contractors to comply with the standards set forth in Minnesota Rules 5200.1106 to determine activities considered to be work under a contract for which payment of truck rental rates is required. The standards are as follows:

A. Work performed by employees of a contractor or subcontractor that operates an asphalt or concrete plant, that was moved into a gravel pit, borrow pit, or other location not on the project, primarily to serve public works projects is considered work under the contract including the contractor's employees loading the equipment hoppers with materials obtained from the pit regardless of whether the pit meets the definition of commercial establishment.

B. The following hauling activities are included in hours worked and considered work under the contract for purposes of payment of the truck rental rate:

1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the trucks leave the work site at some point;
2. The delivery of materials from any facility that does not meet the requirements of a commercial establishment to the project and the return haul to the starting location either empty or loaded;
3. The delivery of materials from another construction project site to the public works project and the return haul empty or loaded is considered work under the contract. Construction projects are not considered a commercial establishment;
4. The hauling required to remove any materials from the public works project to a location off the project site and the return haul if empty or if loaded from other than a commercial establishment;
5. The delivery of materials or products by trucks hired by a contractor, subcontractor, or agent thereof, from a commercial establishment; and
6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.

The following hauling activities are not included in hours worked and are not considered work under the contract for purposes of payment of the truck rental rate:

1. The delivery of processed or manufactured goods to a Public Works project by the employees of a commercial establishment including truck-owner operators, hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place; or
2. Multiple site hauling operations include secondary hauling activities in addition to the hauling of materials on and off the Public Works project in order to complete the truck's round trip haul. The hauling of materials or products between these secondary off-site facilities as part of a multiple site hauling operation is not considered work under the contract as long as the time hauling between the secondary sites is properly documented in the trucking records and the time spent hauling on and off the project is properly compensated

NOTE: Employee truckers must be paid the applicable prevailing wage rate. See *City of Saint Paul Trucking Guidelines* for further information.



CONTRACTOR PROFILE

Project Name: _____

Business Name: _____ Federal Tax ID #: _____

Address: _____

Phone #: _____ Fax #: _____

Our agreement/contract dated _____ is with _____ in the amount of \$ _____

For _____
(Identify specific contract work)

Will you sub out any of your contract work? _____ If yes, please identify subs: _____

Person authorized to certify (sign) payroll reports: _____

Person submitting electronic payroll reports: _____ Email: _____

Identify work classifications (as listed in project wage decision) you anticipate using, base rate of pay, and total wage payment:

<u>Work Classification</u> (Group #, if applicable. Add pages if necessary)	<u>Base Rate of Pay</u>	<u>Total Wage Payment</u> (base +fringes)
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Check (A), (B) or (C) identifying how fringe benefits are paid to your workers:

- (A) _____ included with pay check in the amount of \$ _____;
- (B) _____ funded (with trustee or third party) fringe benefit plan in the hourly amounts indicated below:
- (C) _____ unfunded* (company-paid) fringe benefit plan in the hourly amounts indicated below
(identify for each employee working on the project, include: hourly fringe amounts, provider/company name if applicable, & how often contribution is made):

<u>*Holiday</u>	<u>*Vacation</u>	<u>*Sick Leave</u>	<u>Health</u>	<u>Dental</u>	<u>Life</u>	<u>Pension</u>	<u>Other</u> (identify)	<u>TOTAL HOURLY FRINGE RATE</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ =	\$ _____
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ =	\$ _____

Benefit funds are deposited into Account #(s) _____ and are maintained by (agency name & address):

_____ Phone #: _____

IF FUNDS ARE MAINTAINED BY A THIRD PARTY FRINGE BENEFIT PLAN, PLEASE ATTACH A CURRENT LETTER FROM THE FUND ADMINISTRATOR.

Owner/Principal Officer & Title (PLEASE PRINT) _____ Owner/Principal Officer Signature _____ Date _____

IS THIS A SOLE PROPRIETORSHIP OR PARTNERSHIP BUSINESS? Yes No

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)



Form required for Labor Standards, AA/EEO, HUD Section 3, and Vendor Outreach

Submit completed form to: Contract Compliance & Business Development

15 West Kellogg Blvd, Room 280

Saint Paul, MN 55102-1681

Phone: 651-266-8900, Fax: 651-266-8919

Email: contractcompliance@stpaul.gov

Project: _____ Bid #: _____ Est. Construction Cost: _____ VOP Goal: \$ _____ %

Please identify all sub-contractors (including material suppliers) you intend to utilize on this project. Identify all suppliers with an (S). Identify Minority Owned, Women Owned, Small, and Section 3 businesses with **MBE, WBE, SBE, or Sec 3** respectively. Please identify Certified Vendors. **Form must be updated and submitted when you add, delete, or make other changes to the list.**

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
PRIME:	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
SUBS: 1	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
7	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
8	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)

	Name, Address, Contact Person, and Phone Number	CERT W/M/S/BE Vendor	Section 3 Certified Vendor	Nature of Work	Date Work to Begin	Date Work Completed	Contract Amount
9	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
10	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
11	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
12	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
13	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
14	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
15	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
16	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
17	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
18	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
19	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____

RETURN COMPLETED FORM TO: ContractCompliance@ci.stpaul.mn.us



CITY OF SAINT PAUL
CITY LABOR STANDARDS (LITTLE DAVIS-BACON)
COMPLIANCE CHECKLIST FOR CONTRACTORS

Project Name: _____

Business Name: _____

Are you a subcontractor? Yes No Prime Contractor Name: _____

◆
► **Instructions:** After receiving this Labor Standards Packet from the project manager, please complete the steps in Phase I immediately. Check boxes next to applicable items as they are completed.

PHASE I: PRIOR TO PROJECT START

- Submit Contractor Profile Form
- Submit Contractor Prime / Sub ID Sheet
- Submit Bona-Fide Self-Employed Subcontractor Status Demonstration (*check only if this applies to the project*)
- Submit ITO/MTO Status Demonstration (*check only if this applies to the project*)
- Submit the following apprenticeship documentation – for each apprentice:
 - Apprenticeship agreement
 - Level of apprenticeship
 - Current union wage scale
 - Rate breakdown: ❶ Hourly Rate ❷ Fringe Rate (hourly) ❸ Total Rate
 - On-site apprenticeship ratios – per the union agreement. *Must be provided by the union.*
- Make sure your company is signed up and assigned to a project in LCPtracker
- Prime Contractors: In LCPtracker, assign your subcontractors to the project and enter your employee information
- Subcontractors: Enter your employee information into LCPtracker

◆
► **Instructions:** Items in Phase II are due on a rolling basis, and require consistent monitoring on the part of the contractor. Please pay close attention to the deadlines. Check boxes next to applicable items as they are completed.

PHASE II: CONSTRUCTION

- Submit known apprenticeship documentation (see requirements above)
- Contact Compliance Officer if unsure about wage rate or job classification
- Submit payrolls 7 days after the pay period ends
- Submit payrolls for non-work weeks (once your company has begun work on the project)
- Submit month end trucking reports (*check only if this applies to the project*)

◆
► **Instructions:** Check boxes next to applicable items as they are completed. When you have completed work on a project, it is very important to signify completion in LCPtracker. This is the final step of compliance.

PHASE III: PROJECT END

- Follow-up with the Compliance Officer to ensure you are in compliance with City of Saint Paul Labor Standards
- Indicate your last payroll on the project as “Final” in LCPtracker
- Sign, date, and submit this completed checklist to the Compliance Officer

Signature: _____ Date: _____
(principal/owner)

For questions, contact:
Ethan Hansing • City Labor Standards • 15 W. Kellogg Blvd., St. Paul, MN 55102
• 651-266-8921 ContractCompliance@ci.stpaul.mn.us

Exhibit E

Vendor Outreach Program Requirements

[See attached.]

VENDOR OUTREACH PROGRAM

Human Rights & Equal Economic Opportunity

The goal of the Vendor Outreach Program (“VOP”) is to encourage contracting with local small business

VOP helps local small, small minority-owned and small woman-owned businesses take part on City contracts. The Saint Paul Administrative Code (chapter 84) governs VOP. Generally, there is a \$50,000 threshold for VOP applicability. A small business set-aside program does exist for contracts under \$50,000, in certain circumstances.

VOP strives to award as many purchases goods, services, and construction to eligible local businesses. The Central (CERT) Certification Program certifies eligible businesses. Generally, there is a goal to award at least 25% of opportunities to certified businesses. The 25% business inclusion is broken down as follows

- 5% to minority-owned business enterprises (MBE)
- 10% to woman-owned business enterprises (WBE)
- 10% to other small business enterprises (SBE).

However, VOP evaluates each project and contract on its own. Goals may vary for several reasons, such as actual available business opportunity.

The federal DBE program will govern certain City contracts. If that is the case, you are subject to DBE requirements and not VOP. If DBE applies, information pertaining to such requirements will be included.

Procedure

Under VOP, you must seek vendors that are currently certified. The searchable database of certified companies is at <https://cert.smwbe.com>. There is information on this page explaining how to get a Vendor List or access. CERT staff will attempt to respond to your request within 2 business days. You will report on VOP through our online Contract Compliance Monitoring Software, B2Gnow.

How a business can be certified

Generally, businesses can be certified if they are located in the eligible area and qualify as a small business. Once a business meets those two qualifications, they can also certify as being woman-owned or minority-owned.

Eligible businesses may be located in any of the following counties: Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington Wright, Pierce (WI), St. Croix (WI).

Whether a business qualifies as small depends on their revenue and their applicable NAICS codes. Certain types of businesses (such as subsidiaries and franchisees) may not be eligible for certification. For specific information please e-mail cert@ci.stpaul.mn.us or call 651-266-8900 and ask for CERT staff.



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall
15 Kellogg Boulevard West
Saint Paul, MN 55102-1659

Telephone: 651.266.8900
Facsimile: 651.266.8919
TDD: 651.266.8977

City of Saint Paul Vendor Outreach Program Good Faith Effort Standards

Excerpted From Chapter 84 of the Saint Paul Administrative Code

The steps listed below are not a checklist, but rather a set of guidelines meant to provide various ways to exhibit good faith efforts. This is not an exhaustive list. To truly display a good faith efforts showing within the spirit of the Saint Paul Administrative Code good faith efforts will be evaluated throughout the life of the contract. If a contract fails to meet the VOP goals at the end of the contract, appropriate documentation must be submitted to the Vendor Outreach Coordinator explaining why.

- (a) *Good faith efforts required.* On any contract with the City where a contracting party has failed to meet the established level of certified vendor participation, good faith efforts to meet such levels must be shown. Levels of certified vendor participation are evaluated throughout the duration of the contract.
- (b) *Factors to be considered.* When determining whether a good faith effort has been established the City will consider all relevant efforts, including but not limited to the following factors:
- (1) List each possible subcontract opportunity in the contract, indicating where possible the NAICS Code (or NIGP Code) of such work, seeking the assistance of the department in ascertaining such subcontract opportunities.
 - (2) Obtain access to the CERT Certified Vendor Online Directory or an exported list of the CERT certified businesses from CERT staff and search for current CERT certified SBEs, MBEs and WBEs.
 - (3) Attend all pre-bid and pre-construction conferences to obtain information about the Vendor Outreach Program, the levels of participation of CERT certified SBEs, MBEs, and WBEs, and the outreach requirements herein.
 - (4) Request assistance from local small business related organization; minority and women community organizations; minority and women contractor groups; or other organizations that provide assistance in the recruitment and placement of SBEs, MBEs, and WBEs.
 - (5) Solicit bids from CERT certified SBEs, MBEs and WBEs, which have been identified as being available and capable of performing the necessary work for the business opportunity within the contract within sufficient time for such business to provide a response, but at no time less than (10) business days prior to bid opening, by phone, fax, electronic mail, internet or other social media.
 - (6) Advertising available business opportunities in local papers, minority publications, and women publications.
 - (7) Solicit bids from a minimum of three (3) such certified businesses for each business opportunity available within the contract. Bidders who continuously list the same certified SBEs, MBEs and WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of disconnected phone numbers or returned mail, will not be deemed to have made good faith efforts.
 - (8) Provided plans and specifications; information regarding the location of plans and specifications; or other necessary information regarding the opportunity to SBEs, MBEs and WBEs in a timely manner.

- (9) Where applicable, advise and make efforts to assist interested CERT certified SBEs, MBEs and WBEs to obtain bonds, lines of credit or insurance, or other potential capacity barriers required to perform the contract.
- (10) Submit documentation if responses from CERT certified SBEs, MBEs or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.
- (11) Encourage potential SBE, MBE and WBE candidates to become CERT certified.

(c) *Failure to meet good faith efforts.*

- (1) A contracting party who fails to meet established goals and provide sufficient good faith efforts shall be subject to a penalty, the amount of which shall be calculated as follows:

The difference between the established Vendor Outreach Program goal based off of the available business opportunity on the contract that failed to establish good faith efforts and the actual goal achieved/actual amount contracted with CERT certified businesses.

- (2) Additionally, a contracting party who fails to meet established goals and provide sufficient good faith efforts on a project will be deemed a non-responsible bidder and placed on a list of ineligible bidders for a period of one year. During the period of ineligibility, the contracting party may request a review of its subsequent efforts to work with SBEs, MBEs, and WBEs on projects with other entities within the Marketplace for the purpose of being removed from the list and reinstated as an eligible bidder.
- (3) A contracting party found to have failed to provide good faith efforts shall be notified in writing of the determination. The notice must contain the amount of penalty being imposed, the date upon which placement on the ineligible list occurs, and the method for appealing the determination.



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VENDOR OUTREACH PROGRAM-PRIME CONTRACTOR PROCESS OVERVIEW

Directions: Once you receive the Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- ❖ Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified vendor list on <https://cert.smwbe.com/> (see “Vendor Lists” in the left hand column to request an updated list)
- ❖ Submit VOP ID of Prime & Subs Sheet (this will be an Excel spreadsheet)
- ❖ Log into B2Gnow and click on the relevant project/contract
 - If you do not see your project/contract listed on your dashboard then the contract has not been inserted into the database. Please e-mail contractcompliance@ci.stpaul.mn.us and provide the contract amount, contract start date, contract end date, and a primary contact person. Please indicate: “Request for B2Gnow Project Setup” in the subject line.
- ❖ The prime must insert all vendors into B2Gnow
 - **NOTE:** Listing all vendors includes first tier, second tier, third tier, etc. subs and suppliers. The prime may delegate to first tier subs to report their second tier subs, and so on.
 - Please go to <https://stpaul.diversitycompliance.com> and login using your username and password. If you have forgotten your username and/or password, your e-mail address is your username and if you need to reset your password, there is link on the login page that reads “Forgot Password”. Place your username in the field provided and the system will send you a temporary password.
 - Once logged in, click on the contract you wish to add subs. At the top of the page you should see a tab entitled “Subs.” Click on this tab. Once on the page, you should see a button (closer to the top) that reads “Add Subcontractor.” Click this. Once on this page, start typing the company name in the “Vendor” search window. If the vendor is listed in our database a dropdown list should appear. If it is not, then you will need to click the red “Get Vendor.” If, after clicking the red “Get Vendor” you are unable to find the vendor, the vendor will need to be added to the database.
- ❖ Once all subcontractors are added to the database, they will need to be approved before the prime can insert a payment. As a result, **make sure subs are inserted prior to a Draw Request.** If all subs to date are not inserted prior to a Draw Request, **VOP will not approve the Draw Request until the most recent Sub ID sheet corresponds with the subs in B2Gnow.**

PHASE II: CONSTRUCTION:

- ❖ After subs are approved, the prime **must** insert all payments made to the subs by clicking on the “Compliance Audit List” tab at the top of the page.
- ❖ After a payment is entered for a sub, the sub will be notified by B2Gnow and will need to confirm the payment.
 - To “Confirm” a payment the sub will need to login to B2Gnow at <https://stpaul.diversitycompliance.com>. Once logged in, the sub should see the “Data dashboard” form there he/she can click on the appropriate contract and “Confirm” the payment amount made to him/her.
- ❖ **NOTE: If payments to subs are not inserted in B2Gnow and confirmed prior to a Draw Request, this will hold up approval of Draw Requests.**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- ❖ Verify that all subs and all payments to subs have been entered into B2Gnow.
- ❖ Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- ❖ Verify that all subs have confirmed all payments prior to the final draw request.
- ❖ Indicate in B2Gnow that the audit is final.
- ❖ **NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program
15 Kellogg Blvd. W.
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



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VENDOR OUTREACH PROGRAM CONTRACTOR COMPLIANCE CHECK-LIST

Directions: Once you receive this Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified database at <https://cert.smwbe.com/>
- Submit VOP ID of Prime & Subs Sheet in Excel format (this will be an Excel spreadsheet)
- Verify that your contract is listed in B2Gnow
- The prime must insert all subs that are on the draw request (note: all subs includes second tier subs, third tier subs, etc) into B2Gnow

PHASE II: CONSTRUCTION:

- The prime **must** insert all payments made to the subs by clicking on the "Compliance Audit List" tab at the top of the page
 - **Prime MUST insert subs prior to a Draw Request.**
 - **Draw Request will not be approved until current sub ID sheet and/or pay application matches sub list in B2Gnow.**
- Prime must instruct subs to confirm payments prior to submitting a draw request
- Subs will need to approve each of their payments entered by the prime per audit period in B2Gnow
- NOTE: If payments to subs are not inserted in B2Gnow, this will hold up approval of Draw Requests**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- Verify that all subs and all payments to subs have been entered into B2Gnow.
- Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- Verify that all subs have confirmed all payments prior to the final draw request.
- Indicate in B2Gnow that the audit is final.
- NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:

Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102

ContractCompliance@ci.stpaul.mn.us / (651) 266-8900



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VENDOR OUTREACH PROGRAM-SUBCONTRACTOR CHECKLIST

PHASE I: PRIOR TO PROJECT START

- Provide prime contractor with a list of all of your subcontractors and suppliers.

PHASE II: CONSTRUCTION:

- Confirm all payments entered by the prime. The database will send you an e-mail instructing you to log in and confirm payments per monthly audit.
- Report your subs and suppliers in B2Gnow, as well as their payments. (See the “Contractor Compliance Checklist” on the previous page for instructions on how to do this).
- NOTE: Draw Requests will be held up until subs confirm payments and report accordingly.

PHASE III: PROJECT END:

- Make sure you have confirmed all payments made to you by the prime once your work is complete.
- Ensure all of your subs and suppliers have been reported, as well as their payments.
- NOTE: Failure to confirm payments will result in payments being withheld until B2Gnow reflects a payment confirmation.

For questions, contact:

Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program City Hall 280
Saint Paul, MN 55102

ContractCompliance@ci.stpaul.mn.us / (651) 266-8900

Exhibit F

Two Bid Policy

[See attached.]

Effective Date: January 21, 2009

**Policy Regarding
Requirement of Two (2) bids**

I. Purpose

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") has the power to engage in development and redevelopment activities under Minnesota Law, Chapter 469. To accomplish its objectives under Chapter 469, the HRA (i) awards financial assistance and contracts to profit and not-for-profit applicants, and (ii) contracts with community development corporations and other similar entities ("Conduit Organizations") to operate programs on behalf of the HRA.

The purpose of this policy is to require two (2) written bids for construction work by all recipients of HRA or Conduit Organizations Contracts and this requirement will also apply to single family residences. This policy is effective on the Effective Date for all new and pending requests for HRA or Conduit Organizations financial assistance and HRA Contracts not approved by the HRA Board of Commissioners. This Policy applies to the contracts for the entire project even though only a portion of the improvements are being funded with public assistance.

This policy does not apply to (i) those portions of a HRA or Conduit Organizations Contract that are self-performed by the recipient of the HRA or Conduit Organizations Contract or (ii) contracts involving 'soft costs' i.e. professional services.

II. Definitions

Contract(s) means any HRA or Conduit Organizations agreement or City STAR (i.e. sales tax) agreement involving financial assistance with a value of \$20,000 or more in any of the following forms: grant; contribution of personal or real property; with respect to a loan given by the HRA or Conduit Organizations, the present value of the difference in the interest rate given by the HRA or Conduit Organizations and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; tax credits; or other HRA or Conduit Organizations financial participation. Conduit bonds and bond host approval are excluded from this definition and this policy.

III. Minimum of 2 Bid requirement-All contracts.

1. For all Contracts, whether for single family residence or non-single family residence, in any of the forms described in Section II above, each applicant and recipient of public financial assistance must request and obtain at least two (2) written bids for the construction work to be performed under the Contract by the general contractor/construction manager and subcontractors and award the contract or contracts to the lowest responsible bidder.

IV. **Waiver/Exemption**

1. The requirements of this Policy may be waived in whole or in part by the HRA Executive Director or his/her designee after consideration of the advantages and disadvantages of a waiver, and upon a showing by the applicant of a compelling public purpose.
2. Subcontracts with entities that are the sole providers of a product or service are exempt from the competitive bid requirements of this Policy.

Effective Date: March 5, 2009

Supplement to Policy Regarding Requirement of Two {2} bids

The HRA's Policy Regarding Requirement of Two (2) bids ("Policy") requires, in part, that each applicant of public financial assistance request and obtain at least two {2} bids for the general contractor/construction manager contract and to award the contract to the lowest responsible bidder. As an alternative to fulfilling this requirement, *if* an applicant elects to negotiate a contract with a general contractor/construction manager in lieu of obtaining 2 written bids and awarding the contract to the lowest responsible bidder, then the applicant must contact at least 3 potential general contractors/construction managers and consider the following standards in making its decision to award the contract to particular general contractor/construction manager:

1. Experience in constructing the type of improvements being funded in whole or in part by the HRA.
2. Experience in the construction and management of publicly financed projects and familiarity with reporting requirements and accounting for public funds.
3. Having the licenses required by state, county and city authorities.
4. Proven track record of bringing similar projects to completion within budget, on-time and in an industry acceptable manner during the past five years.
5. Having the appropriate material, equipment, facility and personnel resources and expertise available, or the ability to obtain such resources and expertise, necessary to indicate the capability to meet all contractual responsibilities.
6. Previous and current compliance with federal laws, state statutes, and city ordinances and regulations applicable to the work of a contract.
7. Having sufficient financial resources to perform the contract.
8. Not being a debarred vendor under the City of St. Paul's debarment ordinance; or other state or federal debarment list.
9. History of complying with the HRA's requirements for affirmation action, apprenticeship training program, labor standards, vendor outreach program, project labor agreements, and other HRA requirements.
10. History of change orders on projects, including their frequency, size and percentage of total development cost.
11. Amount of proposed overhead profit and charges.
12. Amount of proposed general conditions charges.
13. Amount of proposed contingency.

Each applicant must submit to the HRA: (a) information and documents on the above described standards for each potential general contractor/construction manager, and (b) resulting rationale for selecting a particular general contractor/construction manager, before the HRA makes a decision on awarding any public assistance or executes a contract awarding public assistance.

The other provisions of the Policy remain in full force and effect including without limitation the requirement of receiving 2 bids from subcontractors.

April 14,
2009

Two (2) Bid Policy

Example 1.

Developer has hired architect and has full construction drawings. Developer solicits bids for construction contract. Developer must solicit 2 or more bids from general contractor and award contract to lowest responsible bidder. No need to solicit bids from those subcontractors whose bids are included in general contractor's bid.

In the case of a subcontractor whose bid is not included in the general contractor's bid but instead contracts directly with the developer, then two (2) or more bids are required from those subcontractors and contracts must be awarded to lowest responsible bidders.

Example 2.

Developer has no construction drawings and wants to retain general contractor/construction manager. Developer can elect to proceed under Supplement to Two (2) Bid Policy and contact at least 3 potential general contractors/construction managers. Developer must consider the 13 factors listed in Supplement and submit to HRA requested information and documents.

Full construction drawings are then prepared. Two (2) or more bids are required from the subcontractors and contracts must be awarded to lowest responsible bidders.

Example 3.

Recipient of public financial assistance is homeowner of single family residence who acts as his own general contractor. Homeowner must solicit 2 or more bids from each subcontractor and award contracts to lowest responsible bidder.

Exhibit G

Policy on the Use of Project Labor Agreements (Council File #09-584)

[See attached.]

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

Presented by

[Handwritten signatures and initials over the resolution title and presentation line]

1 **WHEREAS**, in undertaking building and construction, parks and public works projects, the City of Saint
2 Paul has a compelling proprietary and economic interest in ensuring that construction proceeds in a timely,
3 cost-effective manner, with the highest degree of quality and with minimal delays and disruption, and with
4 the highest degree of safety for workers and the public; and
5

6 **WHEREAS**, a project labor agreement (“PLA”) is a form of multi-employer, multi-craft pre-hire
7 collective bargaining agreement covering terms and conditions of employment for construction employees
8 on a particular construction project; and
9

10 **WHEREAS**, throughout the country, public and private construction owners regularly utilize and require
11 PLAs for billions of dollars worth of construction each year; and
12

13 **WHEREAS**, the City and other public agencies and private owners in the City of Saint Paul have
14 successfully completed projects on time and on budget under PLAs for numerous projects; and
15

16 **WHEREAS**, the Rondo Library PLA entered into by the City of Saint Paul and the Saint Paul Building
17 and Construction Trades Council in December 2004 is one example of a PLA entered into by the City; and
18

19 **WHEREAS**, the PLAs entered into by the Saint Paul Public Schools, Regions Hospital, HealthEast/St.
20 Joseph’s Hospital, Concordia University and Upper Landing and the Saint Paul Building and Construction
21 Trades Council are other examples of PLAs entered into by contractors and labor organizations; and
22

23 **WHEREAS**, the City of Saint Paul wishes to formalize a process in which it reviews building and
24 construction, parks and public works contracts for the need to include PLAs that establish uniform terms
25 and conditions of employment for the contractors and craft construction employees working on a project,
26 because such have been shown to provide an effective mechanism for overall construction project staffing
27 and planning because they allow project owners to:
28

- 29 (i) Predict their labor costs and requirements up-front, and, therefore, more accurately estimate
30 actual total project costs; and
- 31 (ii) Promote cost-effective, timely, and safe construction project delivery, by providing access
32 to a reliable supply of properly trained and skilled construction craft personnel for all
33 aspects of the project; and
- 34 (iii) Assure greater productivity and quality from construction craft personnel, thereby yielding
35 cost-effective projects, while also reducing maintenance and repair costs over the life of the
36 project; and
- 37 (iv) Integrate work schedules and standardize work rules for the project, to provide a well-
38 coordinated, efficiently functioning construction worksite that will minimize delays, foster
39 labor harmony, promote quality, and maintain project safety; and
- 40 (v) Assure that construction will proceed without interruptions from staffing shortages, high
41 employee turnover, safety incidents, and labor disputes, by providing reliable project

42 staffing, contractual guarantees against work stoppages, and mutually binding procedures
43 for resolving disputes; and
44

45 **WHEREAS**, reference to the City of Saint Paul in this resolution also includes the Housing and
46 Redevelopment Authority of the City of Saint Paul, Minnesota.
47

48 **NOW, THEREFORE, BE IT RESOLVED**, that consistent with the City's role as a market participant in
49 purchasing construction services, the City of Saint Paul may require contractors and subcontractors to
50 abide by a PLA as a condition of working on a particular building construction, parks or public works
51 project under the following terms and conditions.
52

53 1. The City shall consider the use of a PLA on all building construction, parks or public works
54 projects involving a City contract with \$250,000.00 or more in city money. This requirement does not
55 apply if the City is a party to a joint powers agreement with another public entity for the project. Any
56 department or agency of the City that plans to undertake such a project shall timely submit the matter to the
57 City Council for a decision on whether to use a PLA for the particular project. Any decision on the use of a
58 PLA must be made before City approval of the project. Interested parties shall be given notice of the matter
59 and allowed ten days to respond. The City may use a PLA when it determines, in the exercise of its
60 discretion, that doing so will further its interests in promoting timely, cost-effective, and quality
61 construction with minimal delays and disruptions.
62

63 2. Upon request by the Administration, a Councilperson or an interested party, the City
64 Council will hold a public hearing at which interested parties may participate. The hearing will be held on
65 two weeks' notice in the customary manner that notices of City Council meetings are published. At this
66 hearing evidence may be presented as to the City's need for and interest in a PLA with respect to the
67 particular project.
68

69 3. The City, when considering whether to use a PLA on a particular project, shall undertake an
70 evaluation to determine whether doing so would advance its interests as project owner. Relevant criteria
71 for considering whether to use a PLA on a particular project include, but are not limited to, the following:
72

- 73 a. Size of the job;
- 74 b. Cost of the job;
- 75 c. Duration of the job;
- 76 d. Impact of any delays;
- 77 e. Amount of construction projects in the area competing for skilled workers;
- 78 f. The number of local collective bargaining agreements ("CBAs") that will expire
79 during the term of the project;
- 80 g. Number of crafts and CBAs in the geographic area;
- 81 h. Whether a majority of successful bidders on prior projects were union employers;
- 82 i. Record of good quality and efficient construction under previous PLAs; and
- 83 j. Impact on achieving vendor outreach program and workforce goals.
84

85 4. The City may retain a project manager, consultant or assign staff to prepare a report
86 analyzing whether it would serve the City's interests to use a PLA. If the City decides, based on its
87 evaluation, to use a PLA on a particular project it shall set forth the basis for its decision in writing. The

88 City's findings should analyze the particular benefits that a PLA could reasonably be expected to provide
89 to the City as project owner.

90

91 5. When the City has determined to use a PLA on a particular project, the City shall require its
92 general contractor to negotiate and enter into a PLA for the particular project.

93

94 6. When the City has determined to require a PLA on a particular project, the City shall
95 require execution of a PLA by the general contractor in the bid specifications and in all relevant bid
96 documents. The bid specifications shall make clear that bidding is open to union and nonunion
97 contractors, provided that a contractor that is a successful bidder agrees to become a party to and comply
98 with the PLA while working on the project.

99

100 7. Any such PLA used by the City shall meet the following criteria.

101

102 a. The PLA shall be made binding on all contractors and subcontractors working on the
103 site, and shall establish certain uniform job conditions;

104 b. The PLA shall set forth binding procedures for resolving any jurisdictional and labor
105 disputes arising during the construction process including disputes pertaining to
106 alleged violations of the PLA and in particular alleged violations of the prohibition
107 against strikes, lock-outs, handbilling, leafletting, or other similar disruptive job
108 actions;

109 c. The PLA shall contain guarantees against strikes, lock-outs, handbilling, leafletting,
110 and any other similar job actions that would disrupt construction;

111 d. The PLA shall provide that there shall be no discrimination against any employee or
112 applicant for employment because of his or her membership or non-membership in a
113 union or based on race, creed, color, sex, age, religion, or national origin of such
114 employee or applicant. For all employees not presently members of a union at the
115 outset of the Project, becoming and remaining a member of the union shall not be a
116 requirement for employment under the PLA. However, any employee who does not
117 become a member of the Union shall be required to pay the appropriate
118 representation fee, not to exceed dues or fees paid by union members. The PLA shall
119 provide for hiring from the applicable union hiring halls to ensure a steady supply of
120 highly skilled and trained craft workers. The PLA shall provide that there shall be no
121 discrimination in referrals or employment against any employee or applicant for
122 employment because of his or her membership or non-membership in a union or
123 based on race, creed, color, sex, age, religion or national origin of such employee or
124 applicant; and

125 e. The PLA shall not require any contractor to be or become a party to a collective
126 bargaining agreement on any other construction project in order to qualify to work
127 under a PLA implemented for a particular project.

128 f. The PLA shall require parties to make a demonstrable effort to achieving the
129 following objectives:

130 (i) Workforce diversity reflective of the region in partnership with capacity
131 strengthening employment programs such as Minnesota Build, Apprenticeship Opportunities Program, or
132 any other local, state, or national efforts that are recognized for achieving workforce diversity;

133 (ii) Maximum use of local businesses;

09-584

- 134 (iii) Maximum use of small businesses; and
- 135 (iv) Maximum use of minority, women, and low income persons and businesses
- 136 in a manner consistent with applicable federal, state, and local laws,
- 137 regulations, policies and grant requirements.
- 138

139 g. The Department of Human Rights and Equal Economic Opportunity shall collect
 140 and analyze data on the effectiveness of PLAs on achieving the goals and objectives
 141 stated in this Resolution and report its findings and recommendations to the Mayor
 142 within six months following the passage of this Resolution and annually thereafter.
 143

144 BE IT FURTHER RESOLVED, that City staff of the Department of Human Rights and Equal Economic
 145 Opportunity notify potentially interested parties, including but not limited to, Asian American Chamber of
 146 Commerce, Asian American Contractors Association, Associated Builders and Contractors, Associated
 147 General Contractors of Minnesota, Association of Women Contractors, Hispanic Chamber of Commerce
 148 of Minnesota, Minnesota American Indian Chamber of Commerce, National Association of Minority
 149 Contractors Upper Midwest (Saint Paul and Minneapolis), National Black Chamber of Commerce, Saint
 150 Paul Building and Construction Trades Council, Saint Paul Area Labor Federation, USPan Asian American
 151 Chamber of Commerce, of this resolution and request that they indicate whether or not they wish to be
 152 notified of projects with \$250,000 or more in City/HRA money.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune			✓
	6	0	1

Requested by Department of:
Mayor's Office
 By: Sara Shewry
 Approved by the Office of Financial Services
 By: _____
 Approved by City Attorney
 By: [Signature]
 Approved by Mayor for Submission to Council
 By: Sara Shewry

Adopted by Council: Date 4/3/09
 Adoption Certified by Council Secretary
 By: [Signature]
 Approved by Mayor: Date 6/9/09
 By: [Signature]

09-584

Green Sheet NO: 3070817

Department/Office/Council: MO - Mayor's Office	Date Initiated: 27-MAY-09
--	-------------------------------------

Contact Person & Phone: Kris Fredson 266-8534
Must Be on Council Agenda by (Date):
Doc. Type: RESOLUTION
E-Document Required: Y Document Contact: Contact Phone:

➔

**Assign
Number
For
Routing
Order**

	Department	Sent To Person	Initial/Date
0	Mayor's Office		
1	Mayor's Office	Department Director	
2	City Attorney		Bjm
3	Mayor's Office	Mayor/Assistant	
4	Council		
5	City Clerk	City Clerk	

Total # of Signature Pages ____ (Clip All Locations for Signature)

Action Requested:
 Council Resolution establishing a Project Labor Agreement policy requiring the City, upon request by the Administration, a Councilperson or an interested party, to consider the use of a PLA on all building and construction, parks or public works projects involving a contract over \$250,000 or more in City money.

Recommendations: Approve (A) or Reject (R):

_____ Planning Commission

_____ CIB Committee

_____ Civil Service Commission

Personal Service Contracts Must Answer the Following Questions:

1. Has this person/firm ever worked under a contract for this department?
Yes No
2. Has this person/firm ever been a city employee?
Yes No
3. Does this person/firm possess a skill not normally possessed by any current city employee?
Yes No

Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):

Advantages If Approved:

Disadvantages If Approved:

Disadvantages If Not Approved:

Total Amount of Transaction: Funding Source: Financial Information: (Explain)	Cost/Revenue Budgeted: Activity Number:
---	--

Exhibit H

Sustainable Building Policy

[See attached.]



Legislation Text

File #: Ord 17-60, **Version:** 2

Establishing sustainable building regulations for buildings owned, operated, or funded by the City.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES HEREBY ORDAIN

Section 1

For the purpose of creating new regulations pertaining to sustainable building, Saint Paul Administrative Code Chapter 81 is hereby created as follows:

Chapter 81. Sustainable Building.

Sec. 81.01. Declaration of Policy.

The purpose of this chapter is to provide for public health and welfare by increasing the environmental and financial sustainability of future development projects within the City of Saint Paul.

Sec. 81.02. Definitions.

For the purposes of this chapter, the following words and phrases shall have the following meanings:

(a) *City Funding* means funds provided for New Construction or Major Renovations provided by agreement from the City of Saint Paul or the Saint Paul Housing and Redevelopment Authority (HRA), including:

- (1) *Community Development Block Grants (CDBG)*
- (2) *Tax Increment Financing (TIF)*
- (3) *HOME Investment Partnership Program (HOME)*
- (4) *Multi-Family Housing Revenue Bonds*
- (5) *Low-Income Housing Tax Credits (LIHTC)*
- (6) *Any other Federal, State, or Metropolitan Council (Met Council) funding source*
- (7) *Any other City of Saint Paul funding source*
- (8) *Any other HRA funding source*

(9) *Notwithstanding the above, City Funding does not include the following:*

- a. *Department of Employment and Economic Development (DEED) Cleanup and Investigation Grants*
- b. *Met Council Tax Base Revitalization Account (TBRA) Contamination Cleanup Grants*
- c. *Met Council TBRA Site Investigation Grants*
- d. *Conduit Bonds issued for the benefit of qualified 501(c)(3) entities*

(b) *Developer* means the entity, whether public or private, that undertakes New Construction or Major Renovation, and to whom the provisions of this chapter apply.

- (c) Director means the Director of the Department of Planning and Economic Development or their designee.
- (d) Major Renovation means renovation work performed on a building or portion thereof consisting of at least 10,000 square feet, and requiring installation of new mechanical, ventilation, or cooling systems, or the replacement of such systems.
- (e) New Construction means the planning, design, construction and commissioning of a new building, or an addition to an existing building if such addition requires installation of new mechanical, ventilation, or cooling systems.
- (f) Saint Paul Overlay means specific measurable standards that New Construction and Major Renovations must meet, and which are to be promulgated by the Director. The Saint Paul Overlay must include requirements for the following:
- (1) Predicted and actual energy use
 - (2) Predicted greenhouse gas emissions
 - (3) Predicted and actual use of potable water
 - (4) Predicted use of water for landscaping
 - (5) Utilization of renewable energy
 - (6) Electric vehicle charging capability
 - (7) Diversion of construction waste from landfills and incinerators
 - (8) Indoor environmental quality
 - (9) Stormwater management
 - (10) Resilient Design
 - (11) Ongoing monitoring of actual energy and water use

(g) Sustainable Building Standard means any of the following:

- (1) For commercial projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. Saint Paul Port Authority Green Design Review (if applicable)
- (2) For residential projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. GreenStar; Certified Silver, Gold or Platinum
 - iv. Green Communities; Certified
- (3) For parking structures:
 - v. Parksmart; Certified Silver or Gold

In the event that any of the above standards is determined by the Director to be obsolete, equivalent substitute standards may be utilized at the discretion of the Director until such time as this chapter may be updated to include new standards.

Sec. 81.03. Applicability.

This chapter applies to:

- (a) New Construction or the Major Renovation of facilities owned or operated by the City of Saint Paul or

the HRA.

- (b) New Construction or the Major Renovation of any facilities of which the City or HRA are, or will become, the sole tenant.
- (c) New Construction or Major Renovation of any facilities within the City of Saint Paul receiving more than \$200,000 of City Funding.

Sec. 81.04. Requirements.

- (a) New Construction or Major Renovations to which this chapter applies pursuant to Section 81.03 are required to be certified under an eligible Sustainable Building Standard at the listed rating level, and must meet the standards set forth in the Saint Paul Overlay.
- (b) For any projects to which this chapter applies under Sec. 81.03(c), compliance with this chapter must be a condition of receipt of City Funding.

Sec. 81.05 Waiver.

The requirements of this chapter may be waived, in whole or in part, by the Saint Paul City Council, or, in the event that the expenditure of City Funds is approved by the HRA, the HRA Board of Commissioners.

Section 2

This ordinance shall take effect and be in force on July 1, 2018, and apply to all projects for which schematic design is initiated on or after July 1, 2018.

Exhibit I

Form of Vertical Developer Notice Letter

_____, 20__

VIA [CERTIFIED U.S. MAIL]

City of Saint Paul (PED)
City Hall Annex
25 West 4th Street, Suite 1300
Saint Paul, MN 55102
Attn: Director of Planning and
Economic Development

Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota (HRA)
1300 City Hall Annex
25 West Fourth Street
Saint Paul, MN 55102
Attn: Executive Director

City of Saint Paul (OFS)
700 City Hall and Courthouse
15 Kellogg Boulevard West
Saint Paul, MN 55102
Attn: Finance Director

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: HRA Attorney

Office of the City Attorney (CAO)
400 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102
Attn: City Attorney

RE: Notice of Submission of Application for Site Plan Approval

Dear Sir or Madam,

Pursuant to Section 9.3(b)(iii) of the Redevelopment Agreement dated December ____, 2019 by and among Project Paul, LLC, a Delaware limited liability company, the City of Saint Paul, Minnesota, a Minnesota statutory city (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), this letter hereby notifies the City and the Authority of its submission of an application for site plan approval on [at least 120 days prior to anticipated issuances of a building permit].

Please contact _____ at (____) ____ - _____ or _____@_____ if you have any questions. Thank you.

Sincerely,

Exhibit J

Form of Element Release

Certificate of Secondary Developer Completion and Release
(Ford Site)

Date: _____, 20____.

WHEREAS, the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation and home rule charter city (the "City") and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority") entered into that certain Redevelopment Agreement dated December __, 2019, with PROJECT PAUL, LLC, a Delaware limited liability company ("Developer"), recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Redevelopment Agreement"), regarding that certain parcel of land located in Saint Paul, Minnesota, consisting of approximately 122 acres which formerly contained a Ford car and truck assembly plant, and which is commonly known as the Ford Redevelopment Site (the "Redevelopment Area"), as more particularly described in the Redevelopment Agreement; and

WHEREAS, _____, _____ ("Secondary Developer"), pursuant to that certain Assignment and Assumption of Secondary Developer Obligations dated _____ and recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota, as Document No. _____ (the "Assignment"), accepted the assignment of, assumed, and agreed to perform all Secondary Developer Obligations (as defined in the Assignment) relating to (i) that certain real property legally described in the attached **Exhibit A** (the "Development Property") and (ii) the development of the Development Property with certain Vertical Development (as defined in the Assignment); and

WHEREAS, a certificate of occupancy has been issued by the City for such Vertical Development;

NOW, THEREFORE, this is to certify (i) Secondary Developer has to the date hereof performed or caused to be performed said Secondary Developer Obligations in connection with the construction of such Vertical Development to the extent and in a manner deemed sufficient by the City and the Authority to permit the execution and recording of this instrument; (ii) that all Secondary Developer Obligations in the Assignment and the Redevelopment Agreement with regard to the Development Property are hereby terminated and released (except those Secondary Developer Obligations that run with the Development Property pursuant to an instrument recorded against the Development Property other than the Assignment or the Redevelopment Agreement (e.g., any affordable housing declaration of record); and (iii) the Ramsey County Registrar of Titles is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction and termination of such Secondary Developer Obligations relating to the Development Property and the release of the Development Property from the Assignment and the Redevelopment Agreement.

Notwithstanding anything to the contrary contained herein, this instrument shall not release or be deemed to release Developer, its successors and assigns, from the covenants, agreements, and obligations of Developer under the Redevelopment Agreement, which shall survive and continue in accordance with the terms and conditions of the Redevelopment Agreement.

IN WITNESS WHEREOF, the City and the Authority have caused this Certificate of Secondary Developer Completion and Release to be executed by its duly authorized representatives as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___
by _____ and _____, the Director, Office of Financial Services of the
City of Saint Paul, Minnesota, on behalf of the City.

Notary Public

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by
_____, the Executive Director of the Housing and
Redevelopment Authority of the City of Saint Paul, Minnesota, on behalf of the Housing and
Redevelopment Authority of the City of Saint Paul, Minnesota.

Notary Public

This instrument drafted by:

Exhibit A

Legal Description of Development Property

[To be inserted at time of execution]