

## PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (this “Agreement”) is dated and effective as of \_\_\_\_\_, 2021 (the “Effective Date”), by and between the City of Saint Paul, a municipal corporation in the State of Minnesota (the “City”) and the Port Authority of the City of Saint Paul, a body politic and corporate and governmental subdivision organized and existing under the laws of the State of Minnesota (the “Port Authority” or “Project Manager”).

In consideration of the mutual covenants and conditions contained herein, the City and the Project Manager agree as follows:

### ARTICLE I. PROJECT SCOPE

1.1 Scope of the Red Rock Road Mill & Overlay Project. The Port Authority oversees four barge terminals located in the City of Saint Paul, commonly referred to as the Southport Terminal, Barge Terminal No. 1, Barge Terminal No. 2, and Red Rock Road Terminal. The Port Authority and the City entered into a Memorandum of Understanding (MOU) concerning the public road located at the Red Rock Terminal that provides roadway transportation and access to the businesses operating at the Red Rock Terminal (hereinafter referred to as “**Red Rock Road**”). Given its current deterioration and condition, Red Rock Road needs, and the Port Authority is willing to undertake, mill and overlay work to be undertaken as soon as practical (the “**Project**”). Per the terms of the MOU, the Port Authority and the City are entering into this Project Management Agreement for the Port Authority to undertake Project oversight and management per the terms of the Agreement.

1.2 Mill & Overlay Fee. Attached as Exhibit A is the estimated Mill & Overlay Map with estimated fees for each property in the Red Rock Terminal area identified as beneficiaries of the Project.

1.3 Mill & Overlay Fee Consent. Attached as Exhibit B are signed Waiver and Consent forms for the estimated fees to be collected as service charges from Port Authority tenants and private property owners in Red Rock Terminal (hereinafter referred to as the “**Waiver and Consent**”).

1.4 City Imposition of Service Charge. The City acknowledges receipt of, signed Waiver and Consent forms from property owners benefiting from the Project, excluding the City and County properties abutting Red Rock Road. The City agrees that the Port Authority has secured the required Mill & Overlay Fee Consents from all private property owners along Red Rock Road for the City to secure the imposition of a service charge on benefiting properties to fund the Project and to secure a Project construction contract. The City will take all reasonable and necessary steps to impose the service charges to fund the Project. The City agrees to, and will pay, the service charge imposed on its own real estate for the Project. The City’s procurement office will bid the Project construction contract and the City will pay any monies owed per the terms and conditions of the Project Construction Contract, as defined in Section 1.9 below.

1.5 Project Budget. Before the Port Authority awards the Project Construction Contract (estimated to be August, 2021), the City will adopt a budget, contingent upon approval by the City Council, sufficient to cover all costs of the Project (hereinafter referred to as the “**Project Budget**”), from which the City will reimburse the Port Authority for payments made to the contractor within five (5) business days of the Port Authority’s draw request to the City, including all back up information needed to facilitate funding relating to payment to the contractor under the Project Construction Contract (defined below) and any other obligated or approved Project expenses.

1.6 Port Authority Project Expenses, Engineering and Design. The Port Authority is responsible for all the engineering and design work for the Project and Project Management as outlined below. The Port Authority is entitled to reimbursement of employee time and expenses from the Project Budget as estimated in Exhibit C. The City's Department of Public Works ("**Public Works**") will review the design as needed prior to the Port Authority starting the bidding for construction.

1.7 City Project Expenses, Public Works, Finance/Real Estate. City project expenses include reimbursement to Public Works for engineering assistance, plan review, procurement process oversight, and inspection or corrective activities. City project expenses also include an administrative fee to the Office of Financial Services ("**Finance**") Real Estate/Assessments Section ("**Assessments Section**") to process billing and collection of service charges, and subsequent assessments as necessary, in the amount of \$500.00 per parcel.

1.8 Project Construction Contract. As soon as practical, the Port Authority will work with the City's procurement office to begin the public contracting process through the City of Saint Paul to secure and enter into a construction contract for the Project between the Port Authority and a contractor for the Project to be commenced in August 2021 if practical but no later than the fall of 2021 (the "**Project Construction Contract**").

1.9 Project Fee Invoicing. Upon completion of the Project and final inspection and acceptance by Public Works, in January of 2022 the Assessments Section will invoice all affected property owners and tenants for their share of Project costs. If invoices are not paid in full within 30 days of the invoice date, the Assessments Section will begin processing the remaining balances as special assessments carrying a 10-year term. Ratification of the assessments by the Saint Paul City Council would be expected in April or May of 2022, with first-year installments of principal and interest against affected properties appearing on their 2023 property tax statements.

1.10 Project Management. The Port Authority will act as a "Project Manager" to facilitate the construction and completion of the Project, including but not limited to:

- (a) Hire and oversee design of mill and overlay for Red Rock Road.
- (b) Procure a contractor through Saint Paul public bidding process and Port Authority will directly enter into a construction contract with the lowest responsible and responsive bidder.
- (c) Ensure that the contractor or engineer or any other person working on the Project secure any and all governmental approvals and permits required for the Project.
- (d) Oversee and coordinate the commencement, conformance, payment and delivery of the work by the general contractor as set forth in the Project Construction Contract.
- (e) Require a comprehensive schedule of the contractor prior to authorizing the contractor to begin work, and require weekly look-ahead schedules through the completion of the project after commencement.
- (f) Monitor, oversee, and ensure the completion, submission, filing, or recording of any required reports, forms, and documents.
- (g) Hold at a minimum, weekly construction coordination meetings with the contractor to

address past, present and future potential delays, claims, current schedule, and general items of interest to the Contractor and Project Manager.

- (h) Facilitate the final inspection and acceptance of the Project by Public Works, including completion of all punch list items and facilitate the final payment(s) for all phases of the Project.
- (i) Provide internal or consultant engineering staff with MnDOT certifications for, and previous experience inspecting, bituminous paving.

1.11 Construction Project. In order to undertake and complete the Construction Project, the Project Manager will undertake the Project construction pursuant to the terms of this Agreement. The Project Manager accordingly will retain the necessary consultants to undertake these duties and responsibilities and enter into all necessary architectural, engineering, and construction and other contracts, and all such contract and construction expenses shall constitute Project expenses.

1.12 The Project. Upon Final Completion of the Construction Project, the City will undertake any and all necessary actions to accept the Project and pay costs of the Project and the Port Authority will take any and all necessary actions to facilitate delivery and acceptance of the Project to and by the City.

1.13 Sales Tax Exemption. In order to minimize the public expenditure costs, the City and the Port Authority will utilize to the fullest extent possible the sales tax exemption under Minnesota Statutes § 297A.70, subdivision 2. Since the Port Authority is a component unit of the City included in the City's financial report, the Port Authority has used and is entitled to the sales tax exemption. In addition, via this Agreement the Port Authority is hereby designated as a purchasing agent of the City. Furthermore, as described in Article II below, this Agreement constitutes a joint powers agreement for the purpose of and in order to complete the Project, pursuant to Minn. Stat. § 471.59. The Port Authority will undertake the required administrative actions to secure the sales tax exemption or rebate. If the sales tax exemption comes in the form of a rebate to the Port Authority, the Port Authority agrees to promptly turn over such rebate to the City unless directed otherwise by the City.

1.14 Obligations of Project Manager. Project Manager covenants to, in a commercially reasonable manner, exercise its professional skill and judgment and to cooperate with any Engineer, the General Contractor, and all other consultants in completing the Project, and agrees to furnish efficient administration and management at all times in an expeditious and economical manner. Otherwise, Project Manager shall incur no liability under this Agreement, except for that resulting from its gross, willful, or negligent misconduct. Project Manager covenants and agrees to complete the Project in a manner consistent with the Management Plan and Budget attached as Exhibit C, including, without limitation, any time frames and the budgeted costs provided for therein.

1.15 Project Manager Fees. The Port Authority shall be paid a fee for its services under this Agreement based on the hourly rates set forth in Exhibit C attached hereto ("**Project Manager Fee**"). The total Project Manager Fee will be capped at 10% of the total construction contract. The Port Authority shall submit an itemized statement to the City per the schedule set forth below, and the City will approve the invoice within thirty (30) days from the date the City receives the Statement:

- (a) 1<sup>st</sup> Statement September 1, 2021;
- (b) 2<sup>nd</sup> and Final Statement for the remaining balance of the Project Manager Fee will be delivered upon Final Completion of the Construction Project.

1.16 City Financing. To finance the Project, the City will amend the City budget and reimburse the Port Authority for construction draw requests within five (5) business days of submissions by the Port to the City.

## ARTICLE II. JOINT POWERS AGREEMENT

Pursuant to Minn. Stat. § 471.59, a Joint Powers Agreement may be entered into and between governmental units, which include the City and the Port Authority. The City and the Port Authority agree that this Agreement also constitutes a joint powers agreement pursuant to which the Port Authority to perform on behalf of the City certain and all services and functions that the Port Authority is authorized to provide for itself and for costs associated with such services to be paid by the City.

## ARTICLE III. PROJECT MANAGER'S SERVICES

3.1. Basic Services. Project Manager will provide or cause to be provided design and development management, budget control, reporting, construction scheduling and management, and coordination of all aspects of the Project. Project Manager shall be in regular contact with City, the General Contractor, the Engineer or Architect, and other principal consultants (including, but not limited to, design consultant(s), estimating consultants, and other engineers) engaged in the Project (the foregoing being hereinafter referred to collectively as "**Consultants**" and individually by such term as may commonly describe the work generally performed by such consultant, e.g. the General Contractor) and Project Manager shall be responsible for the coordination of Consultants in the performance of their activities. Project Manager will not perform any design, engineering or construction work.

3.2. Design and Development Phase Services. Project Manager shall perform the following services (it being acknowledged that as of the Effective Date, certain of the following services have been completed as outlined below):

- (a) Select and engage the services of the General Contractor, the Engineer and those Consultants whose services may be required, including negotiating, and including, without limitation, the Engineer's agreement, the General Contractor's agreement and such other agreements as are necessary in connection with the Project;
- (b) Develop a progress schedule (the "Project Progress Schedule") coordinating and integrating the services of Consultants with the construction portion of the Project, which Project Progress Schedule shall indicate design, phase of construction, milestones, reviews and approvals, and specify in reasonable detail the planned timing of each element of the Project; during the entire Project, after consultation with the Engineer, the General Contractor, and City, review the Project Progress Schedule and recommend updates and revisions in the Project Progress Schedule; keep the City regularly advised on the progress of the work, and if the work is not proceeding timely, advise the City and recommend corrective action; update (or cause the General Contractor to update) in detail the Project Progress Schedule, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, diagrams, and other data prepared for the Project, if any, delivery of special materials,; and prepare a detailed construction schedule from contractors' schedules, subject to extensions of time for good cause and with the consent of the City ("good cause" to include without limitation "**Force Majeure Events**", as defined any of the following occurrences: act(s) of God; fire; earthquake; flood; explosion; actions or the elements of war; invasion; insurrection; riot; mob violence; sabotage; inability to procure equipment, facilities, materials or supplies in the open market; failure of power; failure of transportation; strikes; lockouts; condemnation;

requisition; laws; or orders of governments or civil or military authorities);

- (c) Maintain contact with the Engineer or Architect, the General Contractor and all other Consultants as required to continually further City's interest and intent in the development of the Project;
- (d)
- (e) Schedule and attend regular monthly meetings with the City and representatives of the Engineer or Architect, and such other Consultants, as appropriate or at the discretion of City;
- (f) Coordinate, subject to approval of City, lines of authority and division of responsibility among City, the General Contractor, the other Consultants and Project Manager;
- (g) Coordinate mobilization and start-up of construction activities; coordinate the work of the General Contractor with the activities and responsibilities of City and Project Manager to complete the Project in accordance with City's objectives and cost, time and quality expectations; and provide sufficient personnel at the site of the Construction Project who shall have authority to achieve these objectives;
- (h) Review contractors' insurance policies for compliance with construction contracts;
- (i) Secure or cause to be secured all building permits and other permits and governmental licenses, inspections and variances required in connection with the Project;
- (j) Provide regular on site supervision which is not provided by either the General Contractor, the Architect, or the City and which is necessary for the completion of the Project;
- (k) In cooperation with the Engineer, establish and implement procedures for the processing of shop drawings to the Engineer and coordinate drawings and maintain drawing files; in cooperation with the General Contractor and the Engineer or Architect, establish and implement a procedure to oversee and transmit to contractors the Engineer's interpretations of working drawings and specifications as may be required and assist in the resolution of any questions raised by any contractors in connection with any such working drawings and specifications; and maintain direct contact with the General Contractor and conduct meetings with the Engineer or Architect, or its representatives, for interpretation of working drawings and specifications in order to insure design intent;
- (l) Cause the General Contractor to make "as built" notations on working drawings and specifications throughout the construction of the Project and deliver complete "as built" drawings to City upon the completion of the Project;
- (m) Maintain (or cause to be maintained) accounting records on authorized work to be and actually performed, actual costs for labor and materials, or other bases requiring accounting records, all such records to be maintained until final payment after which copies of the same with the transferred to the City, with City having access to and being entitled to examine and copy such records during the term of the Project;
- (n) Maintain accurate and current scheduling and management records, with City having access to and being entitled to examine and copy such records; and
- (o) Monitor progress of construction and periodically report to City.

3.3. Completion Phase Services. Project Manager shall perform the following services during the completion of the Project:

- (a) Confirm completion and provide written notice to City that the Project is ready for final inspection;
  - (b) Conduct, when appropriate with respect to the progress of the various portions of the Project, inspections of such various portions of the Project; and prepare for City, the Engineer, and the other Consultants as applicable, a list (the “**Punch List**”) of incomplete or unsatisfactory items together with a schedule for their completion;
  - (c) Secure and transmit to the Engineer or Architect and City all required guarantees, warranties, affidavits, waivers, releases and bonds
  - (d) Process final payments and close out contracts, when appropriate, in connection with the Project;
  - (e) Arrange for and supervise completion of all Punch List items until acceptance by City, the Engineer or Architect, and the other Consultants as applicable; and
  - (f) Ensure that all warranty work is performed by the contractor.
- (j) Deliver to City final “as built” drawings prepared by the Engineer or Architect.

3.4. Specific Time Limitations.

- (a) As to the dates set forth herein, time is expressly understood to be of the essence.
- (b) **Permits and Approvals.** Project Manager shall apply for and diligently pursue all permits and approvals necessary for the Construction Project (the foregoing being referred to as the “**Permitting Process**”). To the fullest extent allowable under law, the City will provide assistance for and facilitate the Permitting Process in a timely manner.
- (c) **Substantial Completion.** Project Manager shall use commercially reasonable efforts to cause the Substantial Completion Date to occur on or before December 31, 2021, subject to extensions of time (including without limitation due to Force Majeure Events). The Project shall be deemed to have reached the state of Final Completion, as indicated in the definition of “Final Completion” above.

Project Manager shall use commercially reasonable efforts to cause Final Completion to occur no later than the date that is ninety (90) days from the Substantial Completion Date.

- (d) **City’s Approval.** Unless a different time frame is expressly provided in this Agreement and unless it is part of the City’s duties and responsibilities as zoning, licensing or permitting authority, if City’s consent or approval is required hereunder, the failure of City to respond to a written request by Project Manager for such consent or approval for a period of ten (10) business days after receipt of such written request shall be deemed an approval of such matter by City on the last day of such ten (10) business day period.

#### **ARTICLE IV. EXPENSES TO BE REIMBURSED AND NOT TO BE REIMBURSED**

Project Manager will be reimbursed from the City budget, not to exceed \$1,103,500 for all expenses incurred in connection with its acting as Project Manager (collectively, the “**Reimbursable Expenses**”). For the avoidance of doubt, Project Manager acknowledges that it shall not be entitled to reimbursements for its general administrative expenses incurred in connection with acting as Project

Manager hereunder, which expenses are compensated by the Project Manager Fee.

#### **ARTICLE V. TERMINATION**

City shall have the right at any time and for any reason or for no reason, in the sole and absolute discretion of City, to terminate this Agreement, upon thirty (30) days' written notice to the Project Manager. Termination by the City, however, shall only occur and take effect when the following event is completed in full: the City delivers written notice to terminate the Agreement to the Project Manager and assumes all of the Port Authority's duties and responsibilities for the Project.

#### **ARTICLE VI. CITY OWNERSHIP OF DOCUMENTS AND/OR MODELS**

All plans, drawings, tracings, specifications, programs, reports, models and other material prepared and furnished under or for the Project shall be the property of City upon their delivery to City, or upon termination for any reason of the services of Project Manager. Such documents shall be delivered to City promptly upon demand and thereafter may be used by City in whole or in part, or in modified form, for those purposes City may deem advisable without further employment of, or payment of additional compensation to, Project Manager.

#### **ARTICLE VII. AUTHORITY OF CITY**

The services to be performed by Project Manager shall be subject to the reasonable general supervision, direction, control and approval of City or its authorized representative, whose decision shall be final and binding upon Project Manager as to all matters arising in connection with or relating to this Agreement. City shall reasonably determine all matters relative to the fulfillment of this Agreement on the part of Project Manager and such determination shall be final and binding on Project Manager.

#### **ARTICLE VIII. ASSIGNMENT BY PROJECT MANAGER**

Project Manager shall not assign, transfer, convey, pledge or otherwise dispose of its interest, or any part thereof, in this Agreement without the prior written consent of City, which may be withheld for any reason or no reason in City's sole discretion. City shall not assign, transfer, convey, pledge or otherwise dispose of its interest, or any part thereof, in this Agreement without the prior written consent of Project Manager, which may be withheld for any reason or no reason in Project Manager's sole discretion.

#### **ARTICLE IX. MAINTENANCE AND EXAMINATION OF ACCOUNTS AND BOOKS AND RECORDS**

Project Manager shall maintain, and require each of its Consultants to maintain, complete and correct books and records relating to all aspects of Project Manager's obligations hereunder, including, without limitation, accurate cost and accounting records specifically identifying such obligations and the costs incurred by Project Manager ("Books and Records"). Project Manager shall make such books and records available to City or its authorized representatives for review and audit at all such reasonable times as City from time to time requires. Upon final completion, the Project Manager will deliver copies of the Books and Records it has in its possession, and for any Books and Records it has delivered to the City, the Project Manager shall have no continuing obligation to maintain or keep in any form.

#### **ARTICLE X. ACCEPTANCE OF FINAL PAYMENT**

The acceptance by Project Manager of final payment of all amounts due from the City under this Agreement, or any final payment due on termination of this Agreement, shall constitute a full and complete release of City from any and all claims, demands and causes of action whatsoever which Project Manager, its successors, or assigns have or may have against City under the provisions of this Agreement. Final payment under this Agreement, or any final payment due on termination of this Agreement, shall constitute a full and complete release by the City of the Project Manager from any and all claims, demands and causes of action whatsoever which the City, its successors or assigns have or may have against the Project Manager under the provisions of this Agreement.

## **ARTICLE XI. WARRANTIES AND REPRESENTATIONS**

Project Manager covenants, warrants and represents that:

- (a) All warranties and guarantees provided by the contractors and suppliers for the Project will be assigned to the City.
- (b) Recognizing that timely performance hereunder and completion of the Project is of the utmost importance, Project Manager will perform all of its obligations hereunder in prompt and workmanlike manner in accordance with this Agreement.
- (c) The personnel assigned and Consultants employed or used by Project Manager in the performance of its obligations hereunder shall be of sufficient number and quality in all respects for such assignment, employment and use.

## **ARTICLE XII. CLAIMS AND REMEDIES; INDEMNITY; COSTS**

Both the Port Authority and the City are separate legal entities under Minnesota State Law, and each hereby agree they are separately responsible for their own actions, omissions or errors, or those of its contractors, employees and agents, whether negligent or otherwise, as may pertain to this Agreement. This Agreement intentionally reserves for the benefit of both parties any and all legal, statutory, or other protections, immunities, exceptions or limitations to the fullest extent of the law. This provision is not intended to provide any third party benefits. Furthermore, both the Project Manager and the City assert all rights and limits under Minn. Stat. § 466, including Section 466.04, and do not waive those rights and limits under this Agreement.

## **ARTICLE XIII. NOTICES**

Any notices allowed or required to be given pursuant to this Agreement shall be valid and shall be deemed effective at such time as they are deposited in the mail, registered or certified, postage prepaid, addressed to the other party at the address set forth below or at such other address as either of the parties may notify the other party pursuant hereto:

Port Authority of the City of Saint Paul  
400 Wabasha Street North, Suite 240  
Saint Paul, MN 55102  
Attention: Kathryn Sarnecki, Senior Vice-President, Development & Property/Project Mgmt

The City of Saint Paul  
1000 City Hall Annex  
25 West 4<sup>th</sup> Street



Saint Paul, MN 55102-1660  
Attention: Bruce Engelbrekt, Real Estate Division

#### **ARTICLE XIV. CAPTIONS OR HEADNOTES**

The captions or headnotes on articles or paragraphs of this Agreement are intended for convenience and for reference purposes only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

#### **ARTICLE XV. SEVERABILITY OF PROVISIONS**

If this Agreement contains any unlawful provisions not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making thereof, the same shall be deemed to be of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provisions.

#### **ARTICLE XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and incorporates all prior understandings in connection with the subject matter hereof. This Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which such change, waiver, discharge or termination is sought to be enforced.

#### **ARTICLE XVII. CHOICE OF LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

#### **ARTICLE XVIII. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by the parties hereto that Project Manager, in performing its obligations under this Agreement, shall be deemed an independent contractor.

#### **ARTICLE XIX. COOPERATION BY CITY**

The City shall cooperate with and provide reasonable assistance to the Project Manager as necessary in order to allow the Program Manager to perform its obligations under this Agreement.

**SIGNATURE PAGE TO  
PROJECT MANAGEMENT AGREEMENT**

IN WITNESS WHEREOF, City and Project Manager have executed this Agreement as of the Effective Date.

**PORT AUTHORITY OF THE CITY OF SAINT PAUL**

By \_\_\_\_\_  
Lee J. Krueger, President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RAMSEY    )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Lee J. Krueger, the President of the Port Authority of the City of Saint Paul, a body corporate and politic.

\_\_\_\_\_  
Notary Public

**PORT AUTHORITY OF THE CITY OF SAINT PAUL**

By \_\_\_\_\_  
Todd P. Hurley, CFO

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RAMSEY    )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by Todd P. Hurley, the CFO of the Port Authority of the City of Saint Paul, a body corporate and politic.

\_\_\_\_\_  
Notary Public

Reviewed and Approved as to Form:

By \_\_\_\_\_  
General Counsel of the Port Authority

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its Director of Financial Services

By: \_\_\_\_\_  
Its City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Mayor, \_\_\_\_\_, Director, Office of Financial Services and \_\_\_\_\_, City Clerk of the City of Saint Paul, a Minnesota municipal corporation under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Estimated Mill & Overlay Fee

*{Attached}*

## Red Rock Road - Estimated Mill & Overlay SMSP Fee

<b>Fee calculation for all properties benefitting from Red Rock Rd, not necessarily abutting</b>				
<u>Parcel ID No.</u>	<u>Property Owner</u>	<u>Frontage (Lineal Ft)</u>	<u>Rate Per Foot</u>	<u>SMSP Fee Amount</u>
142822230002	Ramsey County (Parks & Rec)	385	\$62.50	\$24,062.50
142822310004	City of Saint Paul (Parks & Rec)	48	\$62.50	\$3,000.00
142822310005	City of Saint Paul (Public Works)	50	\$62.50	\$3,125.00
142822330001	Port Authority (Peavey Grain, lessee) Gavilon?	1,241	\$62.50	\$77,562.50
142822330002	Port Authority (Peavey Grain, lessee) Gavilon?	220	\$62.50	\$33,750.00
142822340005	City of Saint Paul (Parks & Rec)	4,120	\$62.50	\$257,500.00
232822420015	Gerdau Ameristeel US Inc	4,570	\$62.50	\$285,625.00
232822220009	Amg Resources Corp	1,383	\$62.50	\$86,437.50
232822310008	Port Authority (RR track parcel)	1,837	\$62.50	\$114,812.50
232822240003	Port Authority (Hawkins Terminal?)	851	\$62.50	\$53,187.50
232822230006	Port Authority (Continental Cement?)	30	\$62.50	\$1,875.00
232822230009	Port Authority (Commercial Asphalt?, Barton Enterprises?)	845	\$62.50	\$52,812.50
232822340006	Simcote, Inc.	1,057	\$62.50	\$46,062.50
		16,637		<b>\$1,039,812.50</b>

**EXHIBIT B**

Waiver and Consent Forms

*{Attached}*



**Saint Paul**  
PORT AUTHORITY

400 N Wabasha Street, Suite 240  
Saint Paul, Minnesota 55102

April 7, 2021

Mr. Keith Smith  
AMG Resources Corp  
1303 Red Rock Road  
Saint Paul, MN 55119-6015  
[ksmith@amgresources.com](mailto:ksmith@amgresources.com)

Re: Consent to Special Assessment of Red Rock Road Mill and Overlay Construction  
1303 Red Rock Road, Saint Paul, MN - PID 23.28.22.22.0009

Dear Mr. Smith:

As you probably know, the condition of Red Rock Road requires immediate repair work. The City of Saint Paul has agreed to a mill and overlay of Red Rock Road, provided a sufficient number of property owners consent to a special assessment needed to pay for the construction.

Attached hereto is an exhibit showing the estimate for the project expense and resulting estimated special assessment to be imposed for each parcel at the Red Rock Terminal. The City will assess the cost of the project against the properties. The assessment will carry a term of 10 years and will be certified by the City annually to Ramsey County for collection with the owner's property taxes. An owner may choose to prepay all or a portion of the assessment directly to the City or the County at any time during the term of the assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the City prior to ratification of the assessment.

The Saint Paul Port Authority has agreed to seek the needed consents, Consent to Assessment is located after my signature below. After review of this letter and exhibit, the Port Authority asks that you sign and deliver to the Port Authority the executed Consent to Assessment for the property you own/occupy. It is understood that an electronic signature to this consent shall be as valid as an original signature and shall be effective to bind such party to this consent. Electronic signature also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version of an original signature (via pdf) and failure to produce the original signature shall not affect the enforceability of this consent.

You may send the electronically-signed consent back to Linda Williams at the Port Authority to her e-mail address: [lkw@sppa.com](mailto:lkw@sppa.com). Should you wish to send the executed consent back through the mail, please send to:

Saint Paul Port Authority  
Attention: Kathryn L. Sarnecki  
400 Wabasha Street North, Suite 240  
Saint Paul, MN 55102

AMG

Thank you for your attention to this letter and for consideration of this necessary request. Should you have any questions at all, please contact Kathryn L. Sarnecki at 651-204-6221.

Sincerely,



Lee F. Krueger  
President

Attachment  
cc: [Kaysmith@amgresources.com](mailto:Kaysmith@amgresources.com)

**CONSENT TO ASSESSMENT**

By signing below, the undersigned represents, consents and agrees to the Red Rock Road Mill & Overlay project described above and particularly to the following:

1. We are the current owner of record of the Property or have the obligation to pay special assessments imposed on the Property described herein.
2. We waive any and all procedural and substantive objections to the special assessment identified above, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. We waive any appeal rights otherwise available pursuant to M.S.A. § 429.801.

Dated: April 20, 2021

By: T. Cormac McCarthy  
Signature of Property Owner

T. Cormac McCarthy  
Printed Name and Company

VP, Legal Affairs  
AMG Resources Northwest Corporation



April 7, 2021

Mr. Steve Sauer  
Barton Enterprises  
P.O. Box 1480  
7240 Hemlock Lane, Suite 200  
Maple Grove, MN 55311-6480  
[steves@tillercorp.com](mailto:steves@tillercorp.com)

Re: Consent to Special Assessment of Red Rock Road Mill and Overlay Construction  
1359 Red Rock Road, Saint Paul, MN  
PID 23.28.22.23.0009 / LPP 01-910130

Dear Mr. Sauer:

As you know, the condition of Red Rock Road requires substantial repair work. The City of Saint Paul is willing to work with the Saint Paul Port Authority to allow for the Port Authority to contract for design of the road. The city is willing to partner with us to allow for assessments of the mill and overlay work to be assessed to the benefiting properties. The City has requested that the owner and tenants who will be responsible for their portion of the assessments consent in writing to the assessment process. The assessment process allows for users to pay their portion of the construction based on lineal footage fronting the road after construction is complete and the total construction cost is final. As a property owner, the Port Authority will consent to the special assessment on real estate it owns, which will pass through to you per lease agreement, as its lessee/tenant, to pay the special assessment through property taxes as outlined below.

Attached hereto is an exhibit showing the estimate for the project expense (which includes a 20% construction contingency) and resulting estimated special assessment to be imposed for each parcel at the Red Rock Terminal. The City will assess the cost of the project against the properties in accordance with the City's ordinances regulating assessments. The assessment will carry a term of 10 years and will be certified by the City annually to Ramsey County for collection with the tenant's property taxes. A lessee/tenant may choose to prepay all or a portion of the assessment directly to the City or the County at any time during the term of the assessment without prepayment penalties. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the City prior to ratification of the assessment.

As the owner of the property you lease, the Port Authority is willing to sign the consent, which is contained after the signature block below. After review of this letter and exhibit, the Port Authority asks that you also sign the consent where indicated below, for the property you lease and occupy. It is understood that an electronic signature to this consent shall be as valid as an original signature and shall be effective to bind such party to this consent. Electronic signature also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version of an original signature (via pdf) and failure to produce the original signature shall not affect the enforceability of this consent.

You may send the electronically-signed consent back to Linda Williams at the Port Authority to her e-mail address: [lkw@sppa.com](mailto:lkw@sppa.com). Should you wish to send the executed consent back through the mail, please send to:

Saint Paul Port Authority  
Attention: Kathryn L. Sarnecki  
400 Wabasha Street North, Suite 240  
Saint Paul, MN 55102

Thank you for your attention to this letter and for consideration of this necessary request. Should you have any questions at all, please contact Kathryn L. Sarnecki at 651-204-6221.

Sincerely,

Kathryn L. Sarnecki  
SVP Development

Attachment

cc: Tony Mackenroth, Tiller Corporation ([tonym@tillercorp.com](mailto:tonym@tillercorp.com))

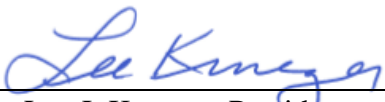
**CONSENT TO ASSESSMENT**

By signing below, the undersigned represents, consents and agrees to the Red Rock Road Mill & Overlay project described above and particularly to the following:

1. We are the current owner and lessee/tenant of the Property or have the obligation to pay special assessments imposed on the Property described herein.
2. We waive any and all procedural and substantive objections to the special assessment identified above, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. We waive any appeal rights otherwise available pursuant to M.S.A. § 429.801.

PORT AUTHORITY OF THE CITY OF ST. PAUL

Dated: April 7, 2021

By:   
\_\_\_\_\_  
Lee J. Krueger, President

Dated: April 7, 2021

By:   
\_\_\_\_\_  
Signature of Lessee/Tenant

\_\_\_\_\_  
Steen D. Sauer, COO - Barton Enterprises, Inc.  
Printed Name and Company



**Saint Paul**  
PORT AUTHORITY

400 N Wabasha Street, Suite 240  
Saint Paul, Minnesota 55102

April 7, 2021

Ms. Carrie Jenks  
Continental Cement Co., LLC  
16401 Swingley Ridge Road, Suite 610  
Chesterfield, MO 63017-0740  
[Carrie.jenks@continentalcement.com](mailto:Carrie.jenks@continentalcement.com)

Re: Consent to Special Assessment of Red Rock Road Mill and Overlay Construction  
1363 Red Rock Road, Saint Paul, MN  
PID 23.28.22.23.0006 / LPP 01-910426

Dear Ms. Jenks:

As you know, the condition of Red Rock Road requires substantial repair work. The City of Saint Paul is willing to work with the Saint Paul Port Authority to allow for the Port Authority to contract for design of the road. The city is willing to partner with us to allow for assessments of the mill and overlay work to be assessed to the benefiting properties. The City has requested that the owner and tenants who will be responsible for their portion of the assessments consent in writing to the assessment process. The assessment process allows for users to pay their portion of the construction based on lineal footage fronting the road after construction is complete and the total construction cost is final. As a property owner, the Port Authority will consent to the special assessment on real estate it owns, which will pass through to you per lease agreement, as its lessee/tenant, to pay the special assessment through property taxes as outlined below.

Attached hereto is an exhibit showing the estimate for the project expense (which includes a 20% construction contingency) and resulting estimated special assessment to be imposed for each parcel at the Red Rock Terminal. The City will assess the cost of the project against the properties in accordance with the City's ordinances regulating assessments. The assessment will carry a term of 10 years and will be certified by the City annually to Ramsey County for collection with the tenant's property taxes. A lessee/tenant may choose to prepay all or a portion of the assessment directly to the City or the County at any time during the term of the assessment without prepayment penalties. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the City prior to ratification of the assessment.


As the owner of the property you lease, the Port Authority is willing to sign the consent, which is contained after the signature block below. After review of this letter and exhibit, the Port Authority asks that you also sign the consent where indicated below, for the property you lease and occupy. It is understood that an electronic signature to this consent shall be as valid as an original signature and shall be effective to bind such party to this consent. Electronic signature also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version of an original signature (via pdf) and failure to produce the original signature shall not affect the enforceability of this consent.

You may send the electronically-signed consent back to Linda Williams at the Port Authority to her e-mail address: [lkw@sppa.com](mailto:lkw@sppa.com). Should you wish to send the executed consent back through the mail, please send to:

Saint Paul Port Authority  
Attention: Kathryn L. Sarnecki  
400 Wabasha Street North, Suite 240  
Saint Paul, MN 55102

Thank you for your attention to this letter and for consideration of this necessary request. Should you have any questions at all, please contact Kathryn L. Sarnecki at 651-204-6221.

Sincerely,

  
Kathryn L. Sarnecki  
SVP Development

Attachment

cc: Ron Ricker, Continental Cement ([ronald.ricker@continentalcementco.com](mailto:ronald.ricker@continentalcementco.com))

**CONSENT TO ASSESSMENT**

By signing below, the undersigned represents, consents and agrees to the Red Rock Road Mill & Overlay project described above and particularly to the following:

1. We are the current owner and lessee/tenant of the Property or have the obligation to pay special assessments imposed on the Property described herein.
2. We waive any and all procedural and substantive objections to the special assessment identified above, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. We waive any appeal rights otherwise available pursuant to M.S.A. § 429.801.

PORT AUTHORITY OF THE CITY OF ST. PAUL

Dated: April 7, 2021

By:   
Lee J. Krueger, President

Dated: April 19, 2021

By:   
Signature of Lessee/Tenant

Carrie Jenks Continental Cement  
Printed Name and Company



~~April 30, 2021~~ Revised May 28, 2021

Mr. Kevin Horn  
Gavilon Grain Company  
1061 Red Rock Road  
Saint Paul, MN 55119  
[Kevin.horn@gavilon.com](mailto:Kevin.horn@gavilon.com)

Re: Consent to Special Assessment of Red Rock Road Mill and Overlay Construction  
1061 Red Rock Road, Saint Paul, MN  
PID 14.28.22.33.0001 / LPP 01-911124; PID 14.28.22.33.0002 / LPP 01-911125

Dear Mr. Horn:

As you know, the condition of Red Rock Road requires substantial repair work. The City of Saint Paul is willing to work with the Saint Paul Port Authority to allow for the Port Authority to contract for design of the road. The city is willing to partner with us to allow for assessments of the mill and overlay work to be assessed to the benefiting properties. The City has requested that the owner and tenants who will be responsible for their portion of the assessments consent in writing to the assessment process. The assessment process allows for users to pay their portion of the construction based on lineal footage fronting the road after construction is complete and the total construction cost is final. As a property owner, the Port Authority will consent to the special assessment on real estate it owns, which will pass through to you per lease agreement, as its lessee/tenant, to pay the special assessment through property taxes as outlined below.

Attached hereto is an exhibit showing the estimate for the project expense (which includes a 20% construction contingency) and resulting estimated special assessment to be imposed for each parcel at the Red Rock Terminal. The City will assess the cost of the project against the properties in accordance with the City's ordinances regulating assessments. The assessment will carry a term of 10 years and will be certified by the City annually to Ramsey County for collection with the tenant's property taxes. A lessee/tenant may choose to prepay all or a portion of the assessment directly to the City or the County at any time during the term of the assessment without prepayment penalties. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the City prior to ratification of the assessment.

In accordance with Article 4, ¶ 4.5 of the April 1, 2008 Lease Agreement between the Saint Paul Port Authority and Gavilon Grain, LLC, successor-in-interest to ConAgra Trade Group, Inc., with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, with interest, the Company shall be obligated to pay only such installments and interest as are required to be paid during the Lease Term.

As the owner of the property you lease, the Port Authority is willing to sign the consent, which is contained after the signature block below. After review of this letter and exhibit, the Port Authority asks that you also sign the consent where indicated below, for the property you lease and occupy. It is understood that an electronic signature to this consent shall be as valid as an original signature and shall be effective to bind such party to this consent.

In addition, upon execution of this consent, it is recognized that Gavilon Grain has agreed to incur \$20,000 towards the assessment applied to the parcel of land owned by Simcote, Inc., identified as Parcel ID No. 23.28.22.34.0006.

Electronic signature also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version of an original signature (via pdf) and failure to produce the original signature shall not affect the enforceability of this consent.

You may send the electronically-signed consent back to Linda Williams at the Port Authority to her e-mail address: [lkw@sppa.com](mailto:lkw@sppa.com). Should you wish to send the executed consent back through the mail, please send to:

Saint Paul Port Authority  
Attention: Kathryn L. Sarnecki  
400 Wabasha Street North, Suite 240  
Saint Paul, MN 55102

Thank you for your attention to this letter and for consideration of this necessary request. Should you have any questions at all, please contact Kathryn L. Sarnecki at 651-204-6221.

Sincerely,

  
Kathryn L. Sarnecki  
SVP Development


**CONSENT TO ASSESSMENT**

By signing below, the undersigned represents, consents and agrees to the Red Rock Road Mill & Overlay project described above and particularly to the following:

1. We are the current owner and lessee/tenant of the Property or have the obligation to pay special assessments imposed on the Property described herein.
2. We waive any and all procedural and substantive objections to the special assessment identified above, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. We waive any appeal rights otherwise available pursuant to M.S.A. § 429.801.

PORT AUTHORITY OF THE CITY OF ST. PAUL

Dated:   May 28  , 2021

By:   
Lee J. Krueger, President

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Signature of Lessee/Tenant

\_\_\_\_\_  
Printed Name and Company

Date February 24, 2021

Mr. Robert Wallace  
Gerdau Ameristeel, Inc.  
1678 Red Rock Road  
Saint Paul, MN 55119

Address: 1678 Red Rock Road, Saint Paul, Minnesota 55119

Re: Parcel 232822420015  
Red Rock Road Mill and Overlay Construction Work. Consent to Special Assessment.

Dear Mr. Robert Wallace:

As you probably know, the condition of the Red Rock Road requires immediate repair work otherwise. Fortunately, the City of Saint Paul has agreed to a mill and overlay of Red Rock Road for either this fall or as soon as possible next year, provided a sufficient number of property owners consent to a special assessment needed to pay for the Red Rock Road Mill & Overlay.

The Saint Paul Port Authority has agreed to seek the needed property owner waivers and consents; thus, this letter to you containing the necessary details as well as the consent signature block below. Attached is **Exhibit A** showing the estimated expense for the Mill & Overlay project and the estimated special assessment to be imposed for each parcel at the Red Rock Road Terminal.

Via this letter, the Port Authority is hoping that you will sign and deliver a signed consent for the special assessment identified for the property you occupy to

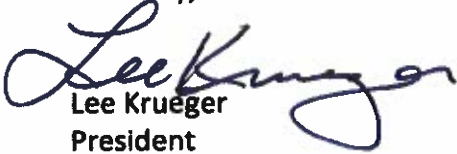
Saint Paul Port Authority  
400 Wabasha Street No., Suite 240  
Saint Paul, MN 55102  
Attention: George Hoene, Senior Project Manager

The City will assess the cost of the Red Rock Road Mill & Overlay project against the properties in accordance with the City's charter, code, or ordinances regulating assessments. The Assessment will carry a term of up to 20 years and will be certified by the City annually to Ramsey County for collection with the owner's property taxes. An owner may choose to prepay all or a portion of the assessment directly to the City or the County at any time during the term of the Assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the City prior to ratification of the Assessment by the City.

**As the property owner the Port Authority may consent to and waive all rights to challenge the special assessment on its real estate. And under the lease agreement between the Port Authority and you, as its tenant, the Tenant is obligated to pay 100% of those special assessments. But the Port Authority seeks your review and consent nonetheless to foster a continued partnership for commercial operations at Red Rock Terminal and to demonstrate to the City the common agreement by all persons operating at the Red Rock Terminal the need for the Red Rock Road Mill & Overlay work. Accordingly, Port Authority President Lee Krueger has signed the consent below and hopes that you will as well. Thank you.**

Thank you for considering this request and please feel free to contact George Hoene with any questions or concerns.

Sincerely,



Lee Krueger  
President

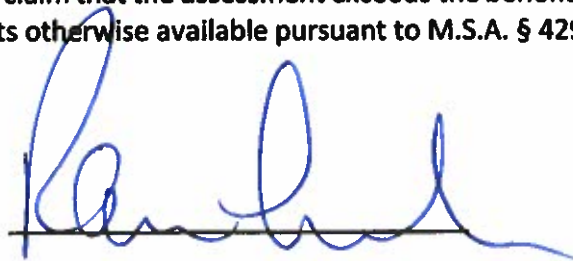
#### **ASSESSMENT CONSENT**

By signing below, the undersigned represents and consents and agrees to the Red Rock Road Mill & Overlay project describe above and particularly to the following:

1. We are the current owner of record of the Property or have the obligation to pay special assessments imposed on the Property described herein.
2. We waive any and all procedural and substantive objections to the special assessments identified above, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. We waive any appeal rights otherwise available pursuant to M.S.A. § 429.801.

Dated: Feb. 25th, 2021

Property Owner signature:



Printed Name:

Robert A Lamb



April 7, 2021

Mr. Drew Scott  
Hawkins Chemical  
2381 Rosegate  
Roseville, MN  
[Drew.scott@hawkinsinc.com](mailto:Drew.scott@hawkinsinc.com)

Re: Consent to Special Assessment of Red Rock Road Mill and Overlay Construction  
1425 Red Rock Road  
PID 23.28.22.24.0003 / LPP 01-910510

Dear Mr. Scott:

As you know, the condition of Red Rock Road requires substantial repair work. The City of Saint Paul is willing to work with the Saint Paul Port Authority to allow for the Port Authority to contract for design of the road. The city is willing to partner with us to allow for assessments of the mill and overlay work to be assessed to the benefiting properties. The City has requested that the owner and tenants who will be responsible for their portion of the assessments consent in writing to the assessment process. The assessment process allows for users to pay their portion of the construction based on lineal footage fronting the road after construction is complete and the total construction cost is final. As a property owner, the Port Authority will consent to the special assessment on real estate it owns, which will pass through to you per the lease agreement, as its lessee/tenant, to pay the special assessment through property taxes as outlined below.

Attached hereto is an exhibit showing the estimate for the project expense (which includes a 20% construction contingency) and resulting estimated special assessment to be imposed for each parcel at the Red Rock Terminal. The City will assess the cost of the project against the properties in accordance with the City's ordinances regulating assessments. The assessment will carry a term of 10 years and will be certified by the City annually to Ramsey County for collection with the tenant's property taxes. A lessee/tenant may choose to prepay all or a portion of the assessment directly to the City or the County at any time during the term of the assessment without prepayment penalties. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the City prior to ratification of the assessment.

As the owner of the property you lease, the Port Authority is willing to sign the consent, which is contained after the signature block below. After review of this letter and exhibit, the Port Authority asks that you also sign the consent where indicated below, for the property you lease and occupy. It is understood that an electronic signature to this consent shall be as valid as an original signature and shall be effective to bind such party to this consent. Electronic signature also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version of an original signature (via pdf) and failure to produce the original signature shall not affect the enforceability of this consent.

You may send the electronically-signed consent back to Linda Williams at the Port Authority to her e-mail address: [lkw@sppa.com](mailto:lkw@sppa.com). Should you wish to send the executed consent back through the mail, please send to:

Saint Paul Port Authority  
Attention: Kathryn L. Sarnecki  
400 Wabasha Street North, Suite 240  
Saint Paul, MN 55102

Thank you for your attention to this letter and for consideration of this necessary request. Should you have any questions at all, please contact Kathryn L. Sarnecki at 651-204-6221.

Sincerely,



Kathryn L. Sarnecki  
SVP Development  
Attachment

cc: Lance Wachholz ([lance.wachholz@hawkinsinc.com](mailto:lance.wachholz@hawkinsinc.com))  
Rich Erstad ([Richard.erstad@hawkinsinc.com](mailto:Richard.erstad@hawkinsinc.com))

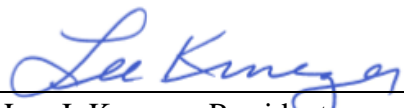
### **CONSENT TO ASSESSMENT**

By signing below, the undersigned represents, consents and agrees to the Red Rock Road Mill & Overlay project described above and particularly to the following:


1. We are the current owner and lessee/tenant of the Property or have the obligation to pay special assessments imposed on the Property described herein.
2. We waive any and all procedural and substantive objections to the special assessment identified above, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. We waive any appeal rights otherwise available pursuant to M.S.A. § 429.801.

PORT AUTHORITY OF THE CITY OF ST. PAUL

Dated: April 7, 2021

By:   
\_\_\_\_\_  
Lee J. Krueger, President

Dated: April 30, 2021

By:   
\_\_\_\_\_  
Signature of Lessee/Tenant

Drew Scott, Engineering Director, Hawkins Inc.

\_\_\_\_\_  
Printed Name and Company



Saint Paul  
PORT AUTHORITY

400 N Wabasha Street, Suite 240  
Saint Paul, Minnesota 55102

April 7, 2021

Mr. Adam Simmet  
Simcote  
1645 Red Rock Road  
Saint Paul, MN 55119  
[asimmet@simcote.com](mailto:asimmet@simcote.com)

Re: Consent to Special Assessment of Red Rock Road Mill and Overlay Construction  
1645 Red Rock Road, Saint Paul, MN - PID 23.28.22.34.0006

Dear Mr. Simmet:

As you probably know, the condition of Red Rock Road requires immediate repair work. The City of Saint Paul has agreed to a mill and overlay of Red Rock Road, provided a sufficient number of property owners consent to a special assessment needed to pay for the construction.

Attached hereto is an exhibit showing the estimate for the project expense and resulting estimated special assessment to be imposed for each parcel at the Red Rock Terminal. The City will assess the cost of the project against the properties. The assessment will carry a term of 10 years and will be certified by the City annually to Ramsey County for collection with the owner's property taxes. An owner may choose to prepay all or a portion of the assessment directly to the City or the County at any time during the term of the assessment. All principal amounts certified annually will carry interest amounts calculated on a fixed interest rate as established by the City prior to ratification of the assessment.

The Saint Paul Port Authority has agreed to seek the needed consents, Consent to Assessment is located after my signature below. After review of this letter and exhibit, the Port Authority asks that you sign and deliver to the Port Authority the executed Consent to Assessment for the property you own/occupy. It is understood that an electronic signature to this consent shall be as valid as an original signature and shall be effective to bind such party to this consent. Electronic signature also means a manually signed original signature that is then transmitted by any electronically scanned and transmitted version of an original signature (via pdf) and failure to produce the original signature shall not affect the enforceability of this consent.

You may send the electronically-signed consent back to Linda Williams at the Port Authority to her e-mail address: [lkw@sppa.com](mailto:lkw@sppa.com). Should you wish to send the executed consent back through the mail, please send to:

Saint Paul Port Authority  
Attention: Kathryn L. Sarnecki  
400 Wabasha Street North, Suite 240  
Saint Paul, MN 55102

Thank you for your attention to this letter and for consideration of this necessary request. Should you have any questions at all, please contact Kathryn L. Sarnecki at 651-204-6221.

Sincerely,



Lee F. Krueger  
President

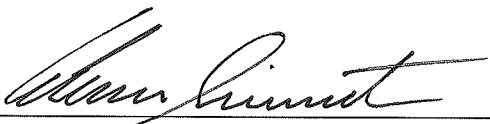
Attachment

**CONSENT TO ASSESSMENT**

By signing below, the undersigned represents, consents and agrees to the Red Rock Road Mill & Overlay project described above and particularly to the following:

1. We are the current owner of record of the Property or have the obligation to pay special assessments imposed on the Property described herein. *minus \$20,000 per agreement with Gavilon on 5/21/21*
2. We waive any and all procedural and substantive objections to the special assessment identified above, including but not limited to any public or other hearings or hearing requirements and any claim that the assessment exceeds the benefit to the Property. We waive any appeal rights otherwise available pursuant to M.S.A. § 429.801.

Dated: 5/24 /, 2021

By:   
Signature of Property Owner

Adam Simmet - Simcote  
Printed Name and Company

**EXHIBIT C**

Project Budget

*{Attached}*

## RED ROCK ROAD MILL AND OVERLAY

### 100% ESTIMATE OF PROBABLE COSTS - 06/15/2021

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	ESTIMATED UNIT BID PRICE	TOTAL ESTIMATED PRICE
MOBILIZATION	LUMP SUM	1.0	\$41,000.00	\$41,000.00
SALVAGE TEMPORARY BARRICADES	LUMP SUM	1.0	\$2,500.00	\$2,500.00
REMOVE CURB & GUTTER	LIN FT	1630	\$5.50	\$8,965.00
SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	64	\$10.00	\$640.00
REMOVE BITUMINOUS PAVEMENT (8.0")	SQ YD	2100	\$10.00	\$21,000.00
REMOVE AGGREGATE	CU YD	350	\$15.00	\$5,250.00
EXCAVATION - COMMON	CU YD	700	\$12.00	\$8,400.00
SELECT GRANULAR EMBANKMENT	TON	970	\$20.00	\$19,400.00
AGGREGATE BASE (CV) CLASS 5	CU YD	350	\$36.00	\$12,600.00
BITUMINOUS PATCHING MIXTURE	TON	250	\$140.00	\$35,000.00
MILL BITUMINOUS SURFACE (3.0")	SQ YD	26260	\$3.00	\$78,780.00
BITUMINOUS MATERIAL FOR TACK COAT	GAL	1830	\$2.60	\$4,758.00
TYPE SP12.5 WEARING COURSE MIXTURE, (5,F)(3.0")	TON	4785	\$100.00	\$478,500.00
TYPE SP12.5 NON-WEARING COURSE MIXTURE, (4,F)(5.0")	TON	590	\$80.00	\$47,200.00
CONCRETE PAVEMENT 6"	SQ YD	27	\$90.00	\$2,400.00
ADJUST GATE VALVE	EACH	8	\$500.00	\$4,000.00
REPLACE FRAME AND RING CASTING	EACH	19	\$1,050.00	\$19,950.00
CONCRETE CURB & GUTTER DES B624	LIN FT	1630	\$29.00	\$47,270.00
TRAFFIC CONTROL	LUMP SUM	1.0	\$8,500.00	\$8,500.00
STORM DRAIN INLET PROTECTION	EACH	8	\$170.00	\$1,360.00
SILT FENCE, TYPE HI	LIN FT	3140	\$3.50	\$10,990.00
SEEDING (MN25-41)	ACRE	0.18	\$2,500.00	\$450.00
24" SOLID LINE PREFORM TAPE GROUND IN	LIN FT	16	\$33.00	\$528.00
<b>*** Additional charge of \$500 per property for service charge and assessment processing. Estimated to be a total of \$6,500.</b>	SUBTOTAL			\$859,441.00
	CONTINGENCY 10%			\$85,944.10
	ESTIMATED CONSTRUCTION TOTAL*			\$945,385.10
	ENGINEERING DESIGN			\$40,240.00
	PW REVIEW (2% ESTIMATE), PROJECT MANAGEMENT (8% E			\$85,944.10
	CONSTRUCTION OVERSIGHT AND TESTING (10% ESTIMATE)			\$85,944.10
<b>TOTAL***</b>				<b>\$1,157,513.30</b>
<b>TOTAL WITH ASSESSMENT FEES</b>				<b>\$1,164,013.30</b>