

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

REPORT TO THE COMMISSIONERS

DATE: November 15, 2017

**REGARDING: APPROVAL OF A BUDGET AMENDMENT AND A FIRST AMENDMENT TO THE FUNDING AGREEMENT WITH CITY OF SAINT PAUL REGARDING THE SNELLING MIDWAY REDEVELOPMENT SITE, DISTRICT 13, WARD 1**

## **Requested Board Action**

Staff is requesting approval of a budget amendment and a First Amendment to the Funding Agreement with the City of Saint Paul for the Snelling Midway Redevelopment site relating to the comprehensive stormwater and irrigation system, infrastructure improvement costs, and soft costs.

## **Background**

The City adopted RES 15-1539 on August 26, 2015 regarding development of a soccer stadium at 400 N. Snelling Avenue by MUSC Holdings LLC (the “Team”), in the Midway area. In the development agreement between the City and the Team it is the City’s responsibility to finance certain remediation work and installation of standard public infrastructure at the site. On March 2, 2016 the HRA per RES 16-376, and City per Resolution No. 15-1539, approved the execution of a Funding Agreement with the City of Saint Paul for Soccer Stadium Site infrastructure, remediation and soft costs that totaled \$18,400,000. Under the development agreement, the Team has the exclusive responsibility to construct the stadium and infrastructure improvements. The budget amendment will transfer the \$18,400,000 infrastructure budget from the HRA to the City.

The budget amendment will also transfer new funding for surrounding development of \$500,000 from the HRA Loan Enterprise Fund to the City; and an additional \$2,000,000 of HRA TIF will be added; and the total of \$2,500,000 will be transferred to the City as authorized by the First Amendment to the Funding Agreement (**Attached**). The actions taken today with regard to the Team and City, will be memorialized in a Memorandum of Agreement with the Team regarding

new funding for an expanded comprehensive stormwater and irrigation system and infrastructure improvements north of Shields. The City will construct improvements on Snelling Avenue.

**The Terms of the Memorandum of Agreement will include the following:**

1. Expanded Comprehensive Stormwater and Irrigation System

The Team will construct a comprehensive stormwater and irrigation system that will serve the 34.5 acre Snelling Midway block. Of the \$18.4 Million stadium budget previously approved by the HRA, \$3,068,000 was allocated for a stormwater system. These funds will now go toward funding the Snelling Midway redevelopment site comprehensive stormwater and irrigation system.

*Sources of Funding for the Comprehensive Stormwater and Irrigation System*

Capitol Region Watershed District Grant	\$416,000
City financing	\$1,141,000
HRA TIF	<u>\$750,000</u>
Total new proposed funding	\$2,307,000
Previously budgeted TIF funds	<u>\$3,068,382</u>
Total funding	\$5,375,382

The \$1,141,000 City financing for the innovative comprehensive stormwater and irrigation system will be repaid from connection charges imposed on the future private development within the Snelling Midway block. The connection charges will reflect the standard cost for a parcel's stormwater control that otherwise would have been managed on the development parcel. The Team, its successors or assigns, will pay connection charges for new development and surcharges or assessments for the long term maintenance of the system. See **Attached** Map and Background Information.

2. Infrastructure for Economic Development

The Team will construct roads, including Asbury, from Shields to Spruce Tree; Spruce Tree from Asbury to Simpson; and Simpson from Spruce Tree to Shields and a 35' wide pedestrian walkway from Shields to Spruce Tree. The improvements will provide a

public edge, and access, to the park, facilitate pedestrian movement from the Stadium to transit connections, and provide access to future new development. The roads will be constructed, as shown on the **Attached** map, in conformance with the Snelling Midway Master Plan (**Attached**). The HRA will transfer \$250,000 of TIF funds to the City for the Team to construct the improvements. The Team will pay the remaining costs for the improvements estimated at \$250,000.

### **Privately Owned Public Park (POP) Agreement**

The Snelling Midway master plan calls for development of a park north of Shields. The Team and City negotiated a POP agreement for development of a privately owned public park that was approved by the Parks Commission. City Council approval is anticipated on November 15, 2017. Per the terms of the POP agreement the City will provide \$250,000 to pay for standard sidewalks, lighting, trees and a portion of the greenspace area. The HRA will provide the City with \$165,000 of TIF and \$85,000 of HRA Loan Enterprise funds for their obligation. The Team will provide the land, pay the remaining development costs for the park (estimated at \$139,000), and will assume financial responsibility for the long term maintenance and management of the park.

### **Snelling Traffic Improvements**

Per the Alternative Urban Areawide Review, the traffic signal at Snelling and Spruce Tree will be relocated to the intersection of Snelling and Shields, and the Snelling median must be extended north, see **Attached** map. The City will construct the improvements with \$750,000 provided by the HRA.

### **Soft Costs/Environmental**

For this next phase of the development, there is a need for an additional \$400,000 to be made available for soft costs, including the City's owner's representation consultant, a Transportation Management Plan consultant, additional legal and a contingency. The HRA will provide the City with \$85,000 in TIF and \$315,000 in HRA Loan Enterprise funds for these soft costs. In addition, the HRA and City have determined the need to fund \$100,000 of the remediation costs addressed in the Funding Agreement. The HRA will provide \$100,000 to the City for this cost from the HRA Loan Enterprise Fund.

**Budget Action**

Per the amended funding agreement all HRA funds, including the original budget approved in March of 2016, will be transferred to the City. The **Attached** financial analysis includes \$500,000 of HRA Loan Enterprise Funds to cover a portion of the above items. An additional \$2,000,000 of HRA TIF will be transferred to the City from two of the TIF districts previously utilized: Neighborhood Scattered Sites with \$400,000 and Snelling University with \$1,600,000. If this resolution is approved there will remain approximately \$600,000 in the Snelling University TIF district.

**Future Action**

NA

**PED Credit Committee Review**

N/A

**Compliance**

The First Amendment to the Funding Agreement delegates the responsibility to the City for assuring all City and State contract compliance requirements are met.

**Green/Sustainable Development**

The First Amendment to the Funding Agreement delegates the responsibility to the City for assuring all City and State contract compliance requirements are met.

**Environmental Impact Disclosure**

The First Amendment to the Funding Agreement delegates the responsibility to the City for assuring all City and State contract compliance requirements are met.

**Historic Preservation**

N/A

### **Public Purpose/Comprehensive Plan Conformance**

The HRA has determined that there is a public purpose to take all actions and approve the requested resolution since the design, construction, and operation of a comprehensive district stormwater and irrigation system, park improvements and infrastructure improvements will: (i) provide a model district stormwater and irrigation system that will serve the stadium and future development (ii) provide a park amenity for the community and for the patrons of the soccer stadium. (ii) further the vitality of Saint Paul's Midway area by generating increased economic activity consistent with the Snelling Station Area Plan; (iii) further economic development and stimulate the local economy overall; and (iv) cause the property tax base to increase in the surrounding area.

### **Recommendation:**

The Executive Director recommends approval of the resolution authorizing the execution of a First Amendment to the Funding Agreement and a budget amendment for the added City obligations.

**Sponsored by:**           **Chair Brendmoen**  
                                  **Commissioner Stark**  
                                  **Commissioner Thao**  
                                  **Commissioner Tolbert**

**Staff:**               Marie Franchett (266-6702) and Jenny Wolfe (266-6680)

### **Attachments**

- **Financial Analysis**
- **First Amendment to Funding Agreement**
- **Map of Comprehensive Stormwater Service Area**
- **Comprehensive Stormwater Background Information**
- **Map of Infrastructure and Snelling Avenue Improvements**
- **Snelling Midway Master Plan**

**City of Saint Paul Financial Analysis**

1	File ID Number:	RES 17-1815			
2					
3	Budget Affected:	Operating Budget	HRA	Special Fund	
4					
5			Project Funds to the	HRA Loan	
6		Project Budget	City Capital Project	Enterprise Funds	Total
7	Total Amount of Transaction:	(18,088,614.00)	285,314.00	200,000.00	(17,603,300.00)
8					
9	Funding Source:	Multiple			
10					
11		Appropriation already included in budget?	Yes		
12					
13	Charter Citation:	10.7.4			
14					
15					

**Fiscal Analysis**

- 18 This financial analysis accomplishes the following:
- 19 1. Moves the HRA Soccer Stadium development capital project budget to the City Soccer Stadium capital project budget.
  - 20 2. Transfers \$280,314 of prior year 2016 Parking Enterprise Funds received in the HRA Soccer Stadium development capital project to the City Soccer Stadium capital project.
  - 22 3. Transfers \$5,000 of prior year 2016 Parking Enterprise Funds received in the HRA Soccer Stadium development capital project to the STAR
  - 23 Fund which will be substituted with excess local option sales taxes for the City Soccer Stadium project.
  - 24 4. Amends the HRA Loan Enterprise Fund to transfer \$500,000 to the City Soccer Stadium capital project.

**Detail Accounting Codes:**

**GENERAL LEDGER (GL) - ANNUAL BUDGET**

**Spending Changes**

33 Move the HRA Soccer Stadium development capital project budget to the City and transfer HRA Parking Enterprise funds to the City.

GL Annual Budget					CURRENT	CHANGES	AMENDED
Company	Fund-Dept-Cost Center	Account	Description		BUDGET		BUDGET
5	480055910	63160	General Professional Service		488,614.00	(488,614.00)	-
5	480055910	73220	Payment to Subcontractor		17,600,000.00	(17,600,000.00)	-
5	480055910	79210	Transfer to Special Revenue Fund - STAR			5,000.00	5,000.00
5	480055910	79220	Transfer to Capital Projects Fund - City			280,314.00	280,314.00
TOTAL:						(17,803,300.00)	

**Financing Changes**

44 Move the HRA Soccer Stadium development capital project budget to the City and transfer HRA Parking Enterprise funds to the City.

GL Annual Budget					CURRENT	CHANGES	AMENDED
Company	Fund-Dept-Cost Center	Account	Description		BUDGET		BUDGET
5	480055910	55520	Other agency share of cost		(1,500,000.00)	1,500,000.00	-
5	480055910	56235	Transfer from Capital Projects Fund - HRA TIF		(16,303,300.00)	16,303,300.00	-
5	480055910	56240	Transfer from Enterprise Fund - HRA Parking		(285,314.00)	-	(285,314.00)
TOTAL:						17,803,300.00	

**Spending Changes**

54 Amend the HRA Loan Enterprise Fund budget to transfer \$300,000 to the City Soccer Stadium capital project.

GL Annual Budget					CURRENT	CHANGES	AMENDED
Company	Fund-Dept-Cost Center	Account	Description		BUDGET		BUDGET
5	682055325	73220	Payment to Subcontractor		1,688,442.00	(300,000.00)	1,388,442.00
5	682055325	79220	Transfer to Capital Projects Fund - City			500,000.00	500,000.00
TOTAL:						200,000.00	

**Financing Changes**

63 Amend the HRA Loan Enterprise Fund budget to transfer \$300,000 to the City Soccer Stadium capital project.

GL Annual Budget					CURRENT	CHANGES	AMENDED
Company	Fund-Dept-Cost Center	Account	Description		BUDGET		BUDGET
5	682055325	59910	Use of Fund Equity			(200,000.00)	(200,000.00)
TOTAL:						(200,000.00)	

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**ACTIVITY LEDGER (AC) - LIFE TO DATE ACTIVITY BUDGET**

Complete this section for Grants, Capital, Capital Bond Proceeds, STAR, TIF, and HRA amendments.

**Spending Changes**

Move the HRA Soccer Stadium development capital project budget to the City and transfer HRA Parking Enterprise funds to the City.

Life to Date Activity Budget				CURRENT BUDGET	CHANGES	AMENDED BUDGET
Activity Group	Activity	Account Category	Description			
C-HRA	C5516999913031	63160	General Professional Service	488,614.00	(488,614.00)	-
C-HRA	C5516999913031	73220	Payment to Subcontractor	17,600,000.00	(17,600,000.00)	-
C-HRA	C5516999913031	79210	Transfer to Special Revenue Fund - STAR		5,000.00	5,000.00
C-HRA	C5516999913031	79220	Transfer to Capital Projects Fund - City		280,314.00	280,314.00
TOTAL:					(17,803,300.00)	

**Financing Changes**

Move the HRA Soccer Stadium development capital project budget to the City and transfer HRA Parking Enterprise funds to the City.

Life to Date Activity Budget				CURRENT BUDGET	CHANGES	AMENDED BUDGET
Activity Group	Activity	Account Category	Description			
C-HRA	C5516999913031	55520	Other agency share of cost	(1,500,000.00)	1,500,000.00	-
C-HRA	C5516999913031	56235	Transfer from Capital Projects Fund - HRA TIF	(16,303,300.00)	16,303,300.00	-
C-HRA	C5516999913031	56240	Transfer from Enterprise Fund - HRA Parking	(285,314.00)	-	(285,314.00)
TOTAL:					17,803,300.00	

**FIRST AMENDMENT  
TO  
FUNDING AGREEMENT**

*[Version November 8, 2017]*

This First Amendment to Funding Agreement is executed on November \_\_\_\_, 2017 (“First Amendment”) by and between the City of Saint Paul, a home rule charter city (the “City”) and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a public body organized under Minn Stat Chapter 469 (the “HRA”).

**WHEREAS**, the City and HRA have executed a funding agreement dated April 1, 2016 (“Funding Agreement”) for funding of the payment of certain Remediation, Infrastructure and Soft Costs the City agreed to pay in connection with the construction of the Stadium (defined terms used in this First Amendment are defined in either this First Amendment or the Funding Agreement); and

**WHEREAS**, as part of the Development Agreement the City has agreed to contribute the sum of \$16,100,000 to defray the costs of public infrastructure, of which \$3,068,382 has been budgeted for stormwater facilities (“Facilities”); and

**WHEREAS**, as a further part of the Development Agreement the City and Team agreed to design, construct and maintain Midway Green Spaces (as that term is defined in the Development Agreement) and in furtherance thereof, the parties have negotiated a Parkland Agreement (“Parkland Agreement”) for this area now designated as the Park in the Parkland Agreement; and the Parkland Agreement was approved by the City Council at its November 15, 2017 meeting by RES 17-1554; and

**WHEREAS**, the City’s obligations under the Parkland Agreement include the contribution of the sum of \$250,000 to defray the costs of park and site improvements as described in the Parkland Agreement; and

**WHEREAS**, the City and Team desire to have the Facilities expanded (“Expanded Facilities”) so that it provides a comprehensive district stormwater and reuse system for the entire Midway Development Site, and to construct roads and a 35’ pedestrian walkway to provide access north of Shields Avenue for the Park and Midway Development Site (“Improvements”), and

**WHEREAS**, City staff negotiated the terms of a Memorandum of Agreement with the Team (“MOA”) with respect to the design, construction and funding of the Expanded Facilities and Improvements and the terms of the MOA were approved by the City Council at its November 15, 2017 meeting by RES PH 17-323 ; and

**WHEREAS**, under the terms of the MOA the City will contribute \$2,307,000 to the costs of the Expanded Facilities and \$250,000 for the Improvements; and



**WHEREAS**, the City has been awarded a grant in the amount of \$416,000 from the Capitol Region Watershed District to finance a portion of the Expanded Facilities (“CRWD Grant”); and by RES PH 17-323 the City Council agreed to accept this CRWD Grant; and

**WHEREAS**, the HRA and City have determined the need to fund additional soft costs for professional services related to the Improvements in the amount of \$400,000 (“Soft Costs”); and

**WHEREAS**, the HRA and City have determined the need to fund \$100,000 of the remediation costs addressed in the Funding Agreement (“Remediation”); and

**WHEREAS**, per the Alternative Urban Areawide Review (“AUAR”), the traffic signal at Snelling and Spruce Tree must be relocated and the Snelling median extended and the City will fund the estimated costs of \$750,000 and construct the improvements (“Snelling Improvements”); and

**WHEREAS**, the HRA Board of Commissioners at its November 15, 2017 meeting by RES 17-1815 approved: (a) a HRA budget amendment (“HRA Budget Amendment”) to provide the City with additional sources of funds, in addition to City sources consisting of the CRWD Grant and City financing, to satisfy the City’s commitment to provide funds for the Expanded Facilities (\$2,307,000) and Improvements (\$250,000) per the terms of the MOA, the City’s commitment under the Parkland Agreement (\$250,000), and to fund the Soft Costs (\$400,000), Remediation (\$100,000) and Snelling Improvements (\$750,000) (collectively the “Additional HRA Funding”), and (b) the execution of this First Amendment with the City to transfer the Additional HRA Funding to the City; and

**WHEREAS**, the City Council at its November 15, 2017 meeting by RES PH 17-323 also approved this First Amendment; and

**WHEREAS**, the sources of funds for the Additional HRA Funding include tax increment which has certain restrictions as to eligibility and those restrictions are set forth in the attached Exhibit A and this Exhibit A replaces the Exhibit A included in the Funding Agreement; and

**WHEREAS**, an additional source of funds for the Additional HRA Funding includes the HRA Loan Enterprise Funds which can be used for any economic development purpose, and the HRA determines that the City’s requested funding meets this purpose; and

**WHEREAS**, the purpose of this First Amendment is to memorialize the agreement between the City and HRA for the Additional HRA Funding.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained in this First Amendment, the City and HRA agree to amend the Funding Agreement as follows:

1. A new section 1A is added to read:

1A. Grant of Additional HRA Funding. Subject to full compliance of all the terms and conditions contained in this Agreement, the HRA hereby agrees to provide the Additional HRA Funding to the City for payment of eligible costs as described in the

HRA Budget Amendment. The City agrees that all costs to be paid under this First Amendment from the tax increment funds must satisfy the tax increment funds requirements.

2. Section 2 is amended to read as follows:

2. Draws. Whenever the City desires a draw of the Funding Amount or the Additional Funding, the City shall submit to the HRA a draw request that includes the payee(s) of such draw, the nature of the cost, documentation for the cost, and identity of the fund the cost is being paid from. The draws shall be submitted no more frequently than on a monthly basis. Within five (5) business days of receiving the request and upon satisfaction of all the conditions for the draw, the HRA shall approve the transfer of funds to the City and the City will make payments directly to the payee(s) as set forth in the draw request. The City is responsible to assure that all other City and State contract compliance requirements are complied with in connection with the disbursements under this Agreement.

3. Section 4 is amended to read as follows:

4. No Repayment by City. Subject to the City's obligations under Section 3 above, the City is not obligated to repay the HRA for the Funding Amount or Additional HRA Funding since these constitute grants from the HRA.

4. General Provisions.

- a. This First Amendment shall be construed in accordance with the laws of Minnesota.
  - b. Each of the parties has duly authorized the execution and delivery of this First Amendment by a resolution duly and properly adopted by its governing body.
  - c. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original instrument.
  - d. This First Amendment constitutes the entire agreement of the parties and shall supersede and replace any prior agreement, or parts of any other agreement and/or resolutions of the City Council that are germane to this First Amendment or understanding with respect to the subject hereof. This First Amendment may be amended by a writing signed by the City and HRA.
  - e. An electronic signature is deemed as effective as an original signature on this Agreement.
5. Remaining Terms. The remaining terms and conditions of the Funding Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and HRA have each caused this First Amendment to be executed by its duly authorized officers, all as of the day and year first above written.

**City of Saint Paul**, a home rule charter city

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

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

By: \_\_\_\_\_  
Its: Director, Planning and Economic Development

Approved as to form:

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

**Housing and Redevelopment Authority of the City of  
Saint Paul, Minnesota, a public body**

By: \_\_\_\_\_  
Its: Chair/Commissioner

By: \_\_\_\_\_  
Its: Executive Director

By: \_\_\_\_\_  
Its: Director, Office of Financial Services of the City

Approved as to form:

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

## EXHIBIT A

### Eligible and Non Eligible Costs to be paid for with Tax Increment funds

**Eligible** Uses of Tax Increment Funds are the following:

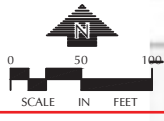
- Public stadium site streets, standard sized sidewalks and lighting, including landscaping, which infrastructure also provides access to adjacent development areas
- Water and sanitary sewer lines installed under ROW
- Parking improvements – grading, blacktopping, striping, curbing, landscaping
- Concrete plazas adjacent to development areas, including landscaping, benches, lighting, etc.
- 80.26% of the cost of the storm water system that serves the entire 34.5 acre Snelling Midway site (this percentage is calculated by dividing the non-stadium portion of the entire Snelling Midway site by the total area of the Snelling Midway site)
- 40% of the environmental remediation related soft costs for the Bus Barn site (this percentage is calculated by dividing the non-stadium portion of the Bus Barn site by the total area of the Bus Barn site).
- Actual environmental remediation costs of the area under the non-stadium portion of the Bus Barn site.
- 80.26% of professional services related to the entire Snelling Midway site including Parking/Transportation Study and Stormwater Plan (this percentage is calculated by dividing the non-stadium portion of the entire Snelling Midway site by the total area of the Snelling Midway site)
- Owner's representative services for non-stadium construction, including public infrastructure, and pro-rated costs that include both stadium and public infrastructure
- Additional professional services that relate to portions of the entire Snelling Midway site and are not exclusive to the stadium itself, based on a pro-ration

**Non-Eligible** Uses of Tax Increment Funds are the following:

- Portion of sidewalk in excess of standard size
- Water and sanitary sewer lines installed from the ROW to the stadium
- Concrete plazas accessing stadium entrance (North plaza)
- 19.74% of the cost of the storm water system that serves the entire 34.5 acre Snelling Midway site (this percentage is calculated by dividing the stadium portion of the Snelling Midway site by the total area of the Snelling Midway site)
- 60% of environmental remediation related soft costs for the Bus Barn site (this percentage is calculated by dividing the stadium portion of the Bus Barn site by the total area of the Bus Barn site).
- Actual environmental remediation costs of the area under the stadium footprint
- 19.74% of professional services related to the entire Snelling Midway site including Parking/Transportation Study and Stormwater Plan (this percentage is calculated by

dividing the stadium portion of the entire Snelling Midway site by the total area of the Snelling Midway site)

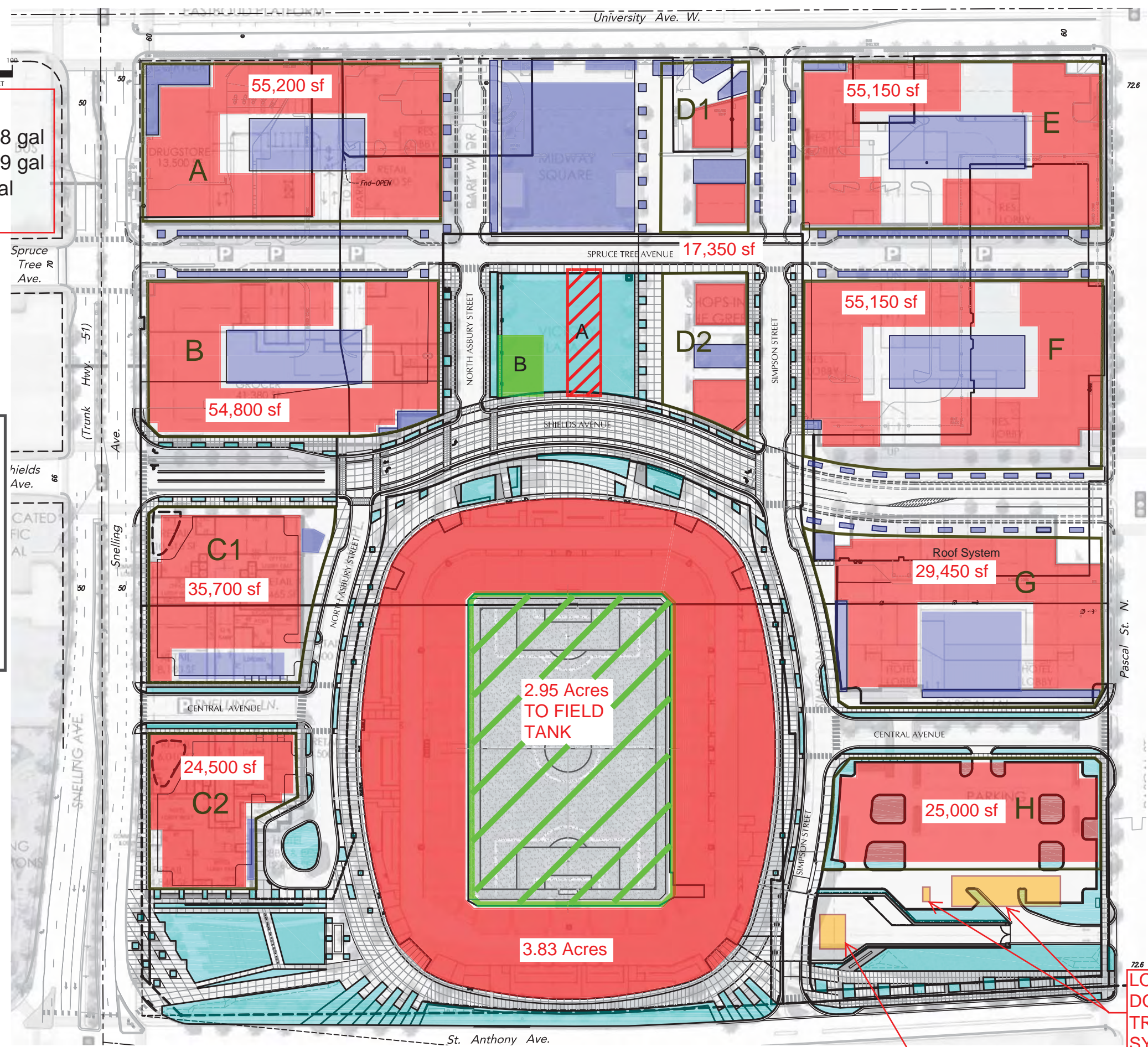
- Owner's representative services for stadium construction oversight and pro-rated costs that include both stadium and public infrastructure
- Additional professional services that entirely serve the stadium, such as the stadium traffic study and legal costs related to the stadium construction



**ROOF TANK A**  
 Phase 1 Reuse: 156,408 gal  
 Phase 2 Reuse: 221,579 gal  
 Max. Reuse: 400,797 gal  
 Total: 638,669 gal

**FIELD TANK B**  
 Reuse: 94,496 gal  
 Total: 241,130 gal

- PHASE 1 IRRIGATION  
2.55 Ac
- PHASE 2 IRRIGATION  
5.49 Ac
- ROOF RAIN SOURCE
- FIELD RAIN SOURCE
- ROOF TANK A
- FIELD TANK B



**LOADING DOCK SYSTEM**

**LOT & LOADING DOCK TREATMENT SYSTEM**

**POPULOUS**

Architecture, Planning  
 Interiors, Programming  
 4801 Main Street, Suite 300  
 Kansas City, Missouri 64112  
 816-221-1500

STRUCTURAL ENGINEER  
 WALTER P. MOORE  
 920 MAIN STREET, TENTH FLOOR  
 KANSAS CITY, MO 64105  
 816-701-2100

MERKP ENGINEERS  
 ME ENGINEERS  
 14143 DENVER WEST PKWY, SUITE 300  
 GOLDEN, COLORADO 80401  
 303-421-8655

ALUMINUMS  
 WEIR INC.  
 4801 SPRING VALLEY RD. STE #113  
 DALLAS, TX 75244  
 972-595-7330

CIVIL ENGINEER  
 LOUCKS, INC.  
 7200 HERLOCK LANE, SUITE 300  
 MAPLE GROVE, MN 55309  
 763-424-5505

LIFE SAFETY  
 HOWE ENGINEERS, INC.  
 101 LONGWATER CIRCLE, SUITE 203  
 WINDYBELL, MN 55081  
 781-676-5000

ROCK SERVICE  
 S20 CONSULTANTS, INC.  
 13 WINDING BRANCH RD  
 HAWTHORNE WOODS, IL 60047  
 224-717-1555

**LOUCKS**

PLANNING  
 CIVIL ENGINEERING  
 LAND SURVEYING  
 ARCHITECTURE  
 ENVIRONMENTAL

7200 Herlock Lane, Suite 300  
 Maple Grove, MN 55309  
 763.424.5505  
 www.louckscinc.com

MINNESOTA MLS STADIUM  
 SAINT PAUL, MINNESOTA

ASI #12 ORDINANCE PERMIT DOCUMENTS

October 11th, 2017

REVISIONS

NO.	DATE	DESCRIPTION
01	08-29-17	CONSTRUCTION DOCUMENTS
02	08-29-17	ASI 07
03	09-16-17	CITY COMMENT REVIEW
04	09-27-17	CITY COMMENT REVIEW
05	09-27-17	CITY COMMENT REVIEW
06	10-11-17	ASI #12 ORDINANCE PERMIT DOCUMENTS
07	10-27-17	CITY REVIEW

19624  
 06-30-17

License No. 19624  
 06-30-17

Loucks Project No. 16028A  
 Project Lead JAS  
 Drawn By TRG  
 Checked By JAS  
 Review Date 06-30-17

PROJECT NO. 16028A  
 DATE 10/27/17

IRRIGATION REUSE BUILD OUT

**EXHIBIT**

## COMPREHENSIVE STORMWATER SYSTEM BACKGROUND

Stormwater management at Snelling Midway includes treatment infrastructure to slow discharge and improve runoff quality. All hard surfaces require treatment at the time of redevelopment. The system will also include a public pipe network to drain the treated runoff to the existing trunk storm sewer main.

### APPROACH

The City has pursued infrastructure financing solutions to implement a district stormwater system which it will own and operate. The following is a conceptual framework consistent with the terms of the MOA:

- City will obtain an innovative loan for a portion of the capital needed for a district stormwater system.
- City will establish a Green Infrastructure Financing (GIF) district over the superblock.
- “GIF” district area charges upon the superblock landowners would recover capital costs and generate an on-going maintenance fund for a district system.

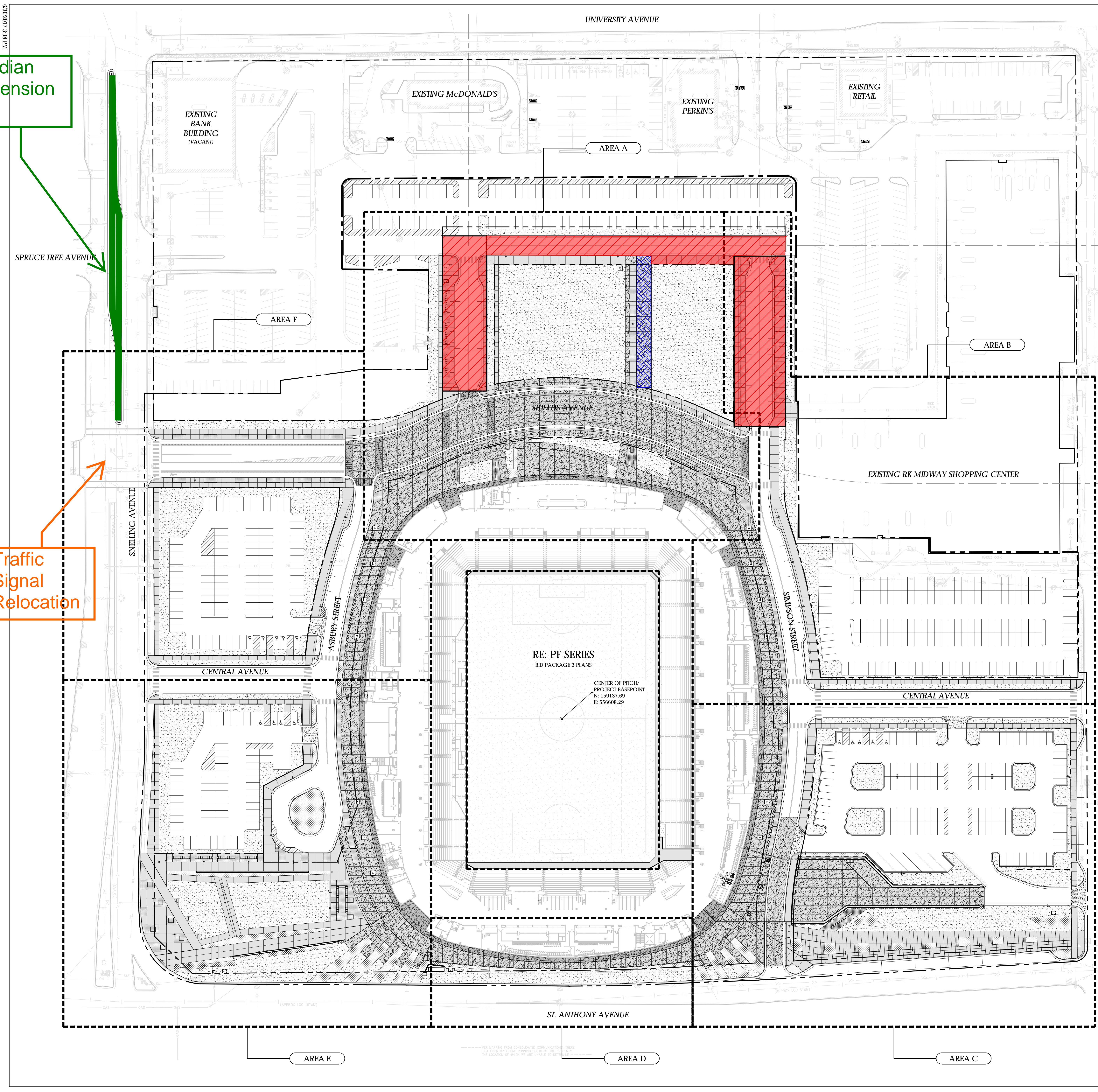
### VALUE

- A district stormwater system re-aligns the stormwater expenditure towards a standard cost per acre while providing above-standard amenities. Specifically, it adds value in the following ways:
  - Physically relieves land dedicated to stormwater tanks on private parcels.
  - Allows future development to include underground parking as per the master plan.
  - The future developer(s) could fully utilize an available off-site stormwater system at equal or lower cost than might be incurred for on-site systems during future redevelopment.
  - Allows for millions of gallons of water conservation available by opening day.
  - Reduced water demand could potentially save over \$10,000 per year in operating cost.
  - The Snelling Midway superblock would be a premier landmark for innovative sustainable infrastructure at a scale and impact unequaled within the Upper Midwest region.



Median Extension

Traffic Signal Relocation

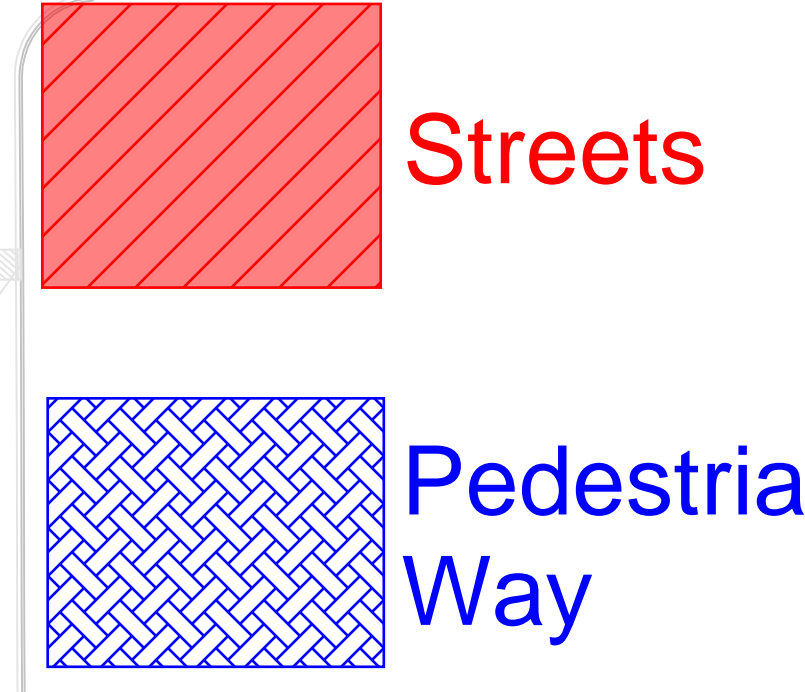


**SITE LAYOUT NOTES**

- THE CONTRACTOR MUST COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND ORDINANCES ASSOCIATED WITH THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED WITHIN THESE PLANS.
- THE CONTRACTOR SHALL ACQUIRE ALL LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED WITHIN THESE PLANS.
- ALL UTILITIES MAY NOT BE SHOWN ON THESE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT A Gopher State ONE CALL UTILITY LOCATOR SERVICE A MINIMUM OF 2 DAYS PRIOR TO BEGINNING CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED WITHIN THESE PLANS. ALL UTILITIES ARE TO BE LOCATED AND MARKED PRIOR TO CONSTRUCTION COMMENCEMENT.
- THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN THESE PLANS IS TO BE COORDINATED WITH THE WORK OF OTHER TRADES. CONSTRUCTION SHALL NOT TAKE PLACE IN AREAS WHERE THE WORK OF OTHER TRADES WILL CONFLICT WITH OR REQUIRE DEMOLITION OF THE IMPROVEMENTS DESCRIBED WITHIN THESE PLANS UNTIL THE WORK OF OTHER TRADES IN THE AREA IS COMPLETE.
- REFERENCE SHEETS SD5.00 - SD5.06 FOR SITE DETAILS
- ALL COLORED CONCRETE SHALL BE MIXED, POURED, AND SEALED PER MANUFACTURER SPECIFICATIONS.
- CONCRETE PAVEMENT JOINTS SHALL BE CONSTRUCTED AS SHOWN ON PLANS WITH A MINIMUM SPACING AS FOLLOWS:
  - TRANSVERSE CONSTRUCTION JOINTS AS SHOWN ON THE PLANS. JOINTS SHOULD BE SAWCUT TO 1/4 OF THE SLAB THICKNESS. JOINT TYPE SHALL BE AS INDICATED ON SHEET SD1.01.G.
  - CONSTRUCTION JOINTS AT THE END OF EACH POUR. BETWEEN VARYING PAVEMENT THICKNESSES, AND WHEN PAVING OPERATIONS ARE SUSPENDED FOR 30 MINUTES OR MORE.
  - ISOLATION JOINTS WHERE PAVEMENT ABUTS BUILDINGS, DRAINAGE STRUCTURES, BOLLARDS, COLUMNS, STAIRS AND OTHER FIXED STRUCTURES. CONSTRUCTED WITH A 3/8" NON-EXTRUDING FILLER, CLOSED-CELL FOAM RUBBER OR A BITUMEN-TREATED FIBER-BOARD.
  - ALL EXPANSION JOINTS SHALL BE FILLED AND SEALED WITH A PLASTIC JOINT SEALANT MATERIAL WITH A BACKER ROD. SEALANT COLOR SHALL MATCH PAVEMENT COLOR.
- ALL CONCRETE FINISHES TO BE MEDIUM BROOM FINISH UNLESS OTHERWISE SPECIFIED. BROOM FINISH TO BE PERPENDICULAR TO PATH OF TRAVEL UNLESS OTHERWISE SPECIFIED.
- ALL COLORED CONCRETE SHALL BE SANDBLAST FINISH.
- ALL DIMENSIONS ARE PERPENDICULAR OR RADIAL UNLESS OTHERWISE SPECIFIED.
- ALL SITE FURNISHINGS SHALL BE INSTALLED IN THE LOCATIONS SPECIFIED ON THE PLANS, PER MANUFACTURER DETAILS AND SPECIFICATIONS.
- ALL JOINTS BETWEEN CONCRETE PAVERS SHALL BE HAND SWEEPED WITH COLOR MATCHED POLYMERIC SAND.
- COORDINATE AND INSTALL ALL REQUIRED IRRIGATION SLEEVING PRIOR TO PLACEMENT OF PAVEMENTS. RE: L3.00 SERIES FOR IRRIGATION SLEEVING LOCATIONS.
- ALL POROUS PAVE AREAS SHALL BE RECESSED TO SURROUNDING PAVEMENTS AND CURBS BY 1/4 INCH.
- ALL LIMESTONE FINES AREAS SHALL BE RECESSED TO SURROUNDING PAVEMENTS AND LANDSCAPED AREAS BY 1/4 INCH.

**LEGEND**

- LA LANDSCAPE AREA  
RE: LANDSCAPE PLANS
- CONSTRUCT STANDARD CONCRETE PAVEMENT  
RE: CIVIL PLANS FOR PROFILE
- CONSTRUCT INTEGRALLY COLORED STANDARD CONCRETE PAVEMENT  
RE: CIVIL PLANS FOR PROFILE
- CONSTRUCT HEAVY DUTY CONCRETE PAVEMENT  
RE: CIVIL PLANS FOR PROFILE
- INSTALL POROUS PAVE PROFILE  
RE: A/SD5.00
- INSTALL CONCRETE UNIT PAVERS  
RE: SPECS RE: M-N/SD5.00
- INSTALL CRUSHED LIMESTONE FINES  
RE: SPECS RE: V/SD5.00
- INSTALL C.I.P. DETECTABLE WARNING STRIP  
RE: SPECS RE: E/SD5.04
- SITE POWER  
RE: SITE ELEC.
- MAJOR JOINT ALIGNMENT  
RE: SD1.01.D FOR LAYOUT INFORMATION
- CONSTRUCT POROUS PAVE DRIVE CURB  
RE: A/SD5.02 # = CURB TYPE
- CONCRETE CURB & CLUTTER  
PER CIVIL PLANS
- RIGHT-OF-WAY/PROPERTY LINE
- LIMIT OF WORK
- TV TRUCK PEDESTAL  
RE: SITE ELECTRICAL
- LIMESTONE BLOCK
- PEDESTRIAN LIGHT POLE
- FIXED DECORATIVE BOLLARD
- REMOVABLE DECORATIVE BOLLARD
- CAST ALUMINUM TREE GRATE
- BIKE RACK
- PRECAST CONCRETE PLANTER



**POPULOUS**

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4801 Main Street, Suite 300  
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MECHANICAL ENGINEER  
ME ENGINEERS  
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303-421-6655  
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CIVIL ENGINEER  
LOUCKS, INC.  
7200 HERSCHEL LANE, SUITE 300  
MAPLE GROVE, MN 55369  
763-424-5585  
LEE SALTER  
HOWE ENGINEERS, INC.  
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NORWELL, MA 01901  
781-878-3500  
FOOD SERVICE  
S22 CONSULTANTS, INC.  
13 WINDING BRANCH RD  
HAWTHORN WOODS, IL 60047  
224-717-1355

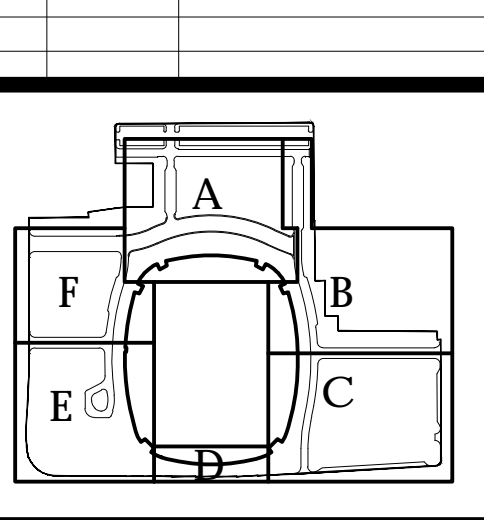
ARCHITECT  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.  
Project Name: *Minnesota MLS Stadium*  
Signature: *[Signature]*  
Date: *06/30/17* License # *45717*

**MINNESOTA MLS STADIUM**  
**SAINT PAUL, MINNESOTA**

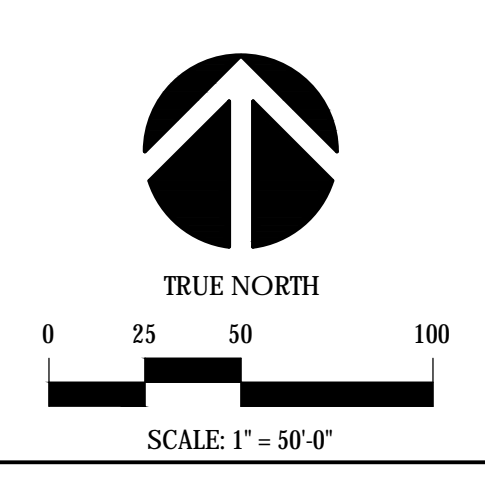
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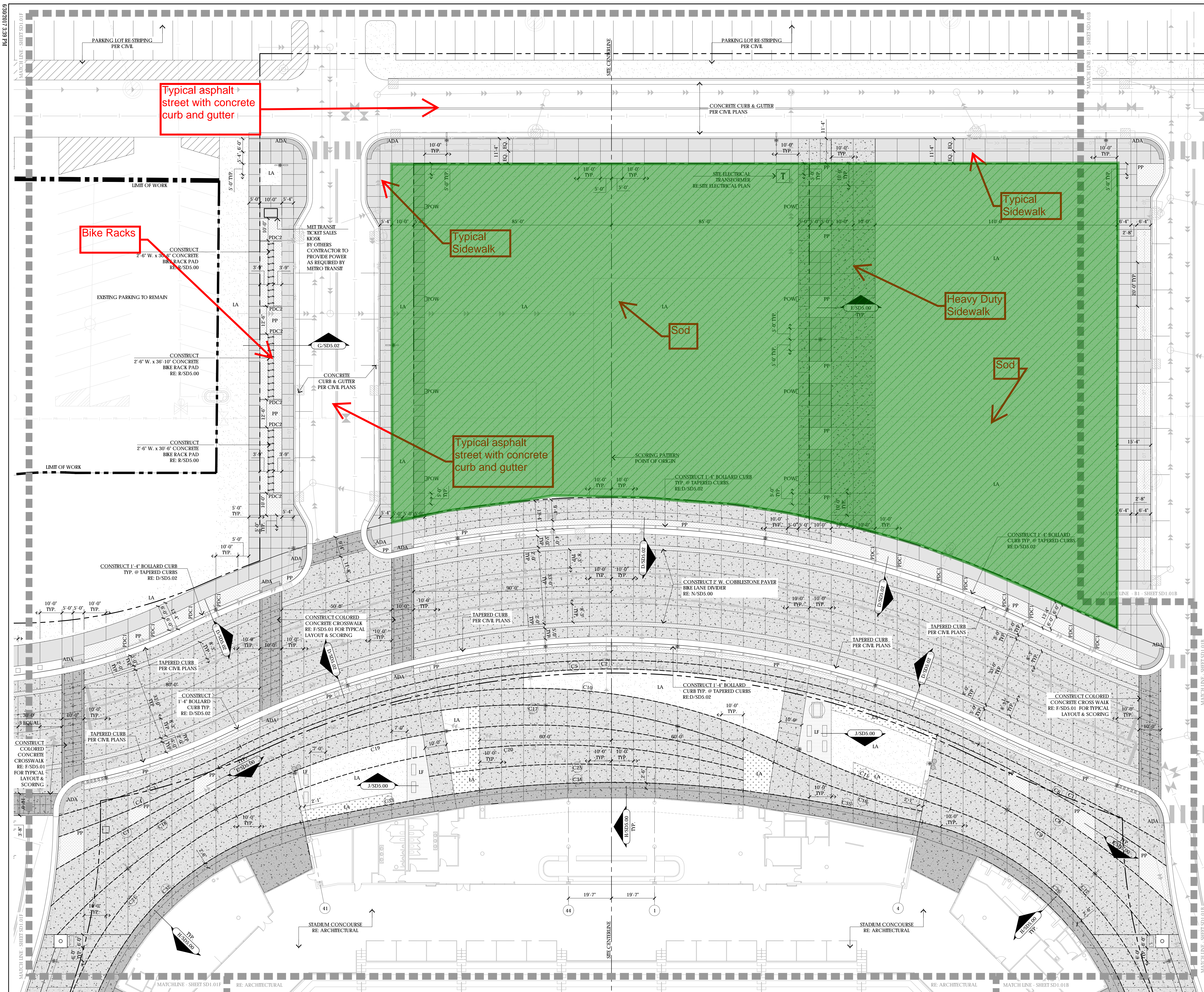
**JUNE 30, 2017**

REVISIONS		
NO.	DATE	DESCRIPTION



PROJECT NO: 15.4157  
ISSUED DATE: 06/30/17  
ISSUED BY: POPULOUS  
DISCIPLINE: CATEGORY: SUB CATEGORY: SHEET  
**SD1.00**  
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**LEGEND**

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RE: LANDSCAPE PLANS
- CONSTRUCT STANDARD CONCRETE PAVEMENT  
RE: CIVIL PLANS FOR PROFILE
- CONSTRUCT INTERGALLY COLORED STANDARD CONCRETE PAVEMENT  
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- FIXED DECORATIVE BOLLARD
- REMOVABLE DECORATIVE BOLLARD
- CAST ALUMINUM TREE GRATE
- BIKE RACK
- PRECAST CONCRETE PLANTER

RE: SD2.00 SERIES PLANS FOR LAYOUT INFORMATION OF ALL SITE FURNISHINGS

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224.771.1555

**ARCHITECTS**  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.  
Project Name: *Minnesota MLS Stadium*  
Signature: *[Signature]*  
Date: *06/30/17* License # *45717*

**MINNESOTA MLS STADIUM**

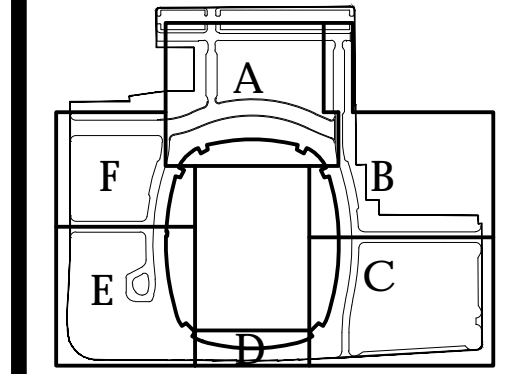
**SAINT PAUL, MINNESOTA**

**BID PACKAGE #4 - CONSTRUCTION DOCUMENTS**

**JUNE 30, 2017**

**REVISIONS**

NO.	DATE	DESCRIPTION

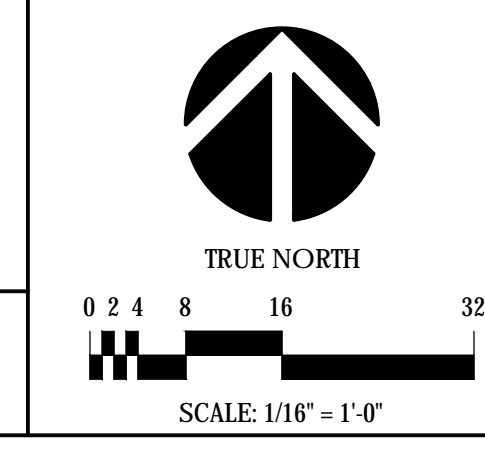


PROJECT NO: 15.4157  
ISSUED DATE: 06/30/17

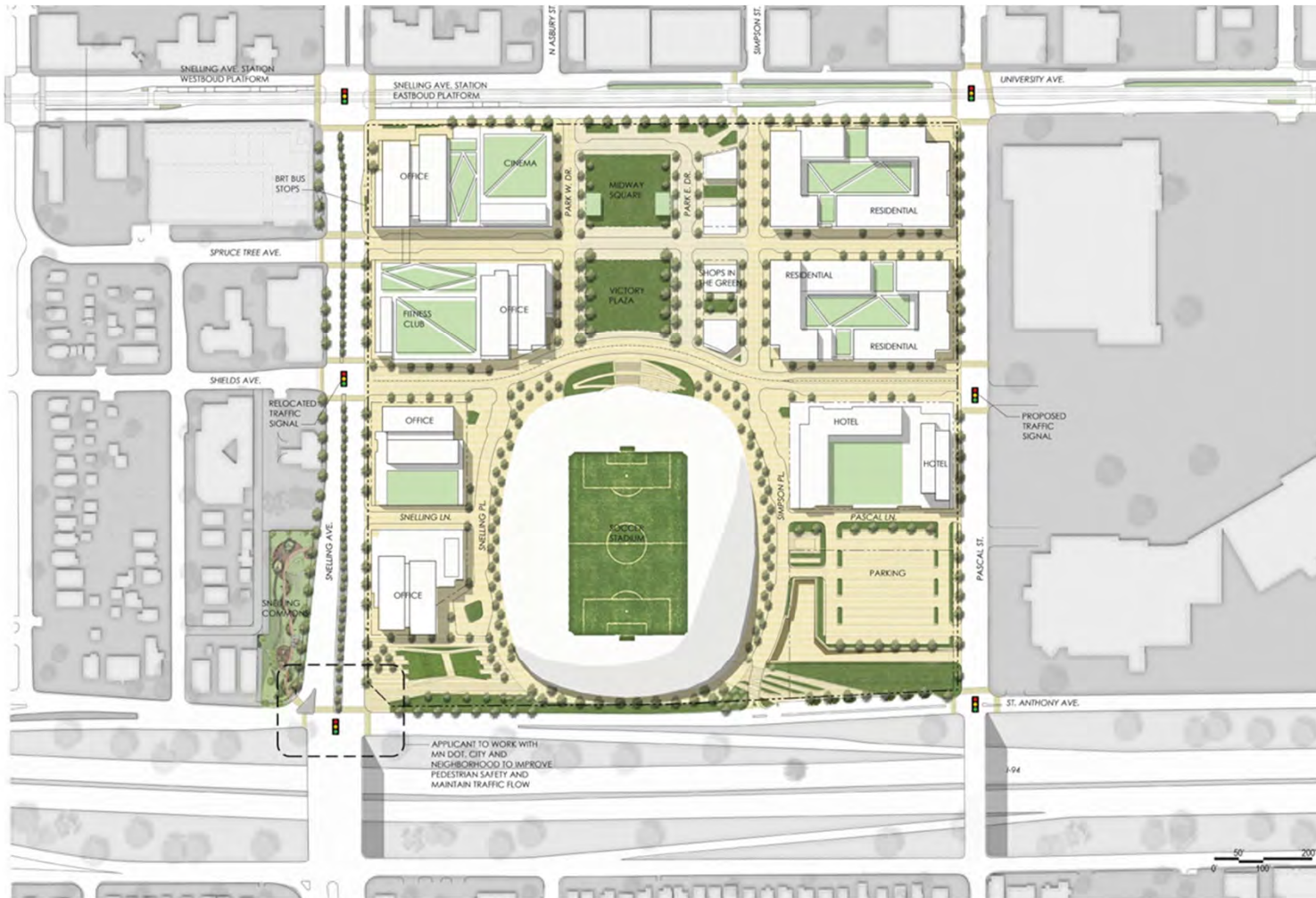
**AREA A SITE LAYOUT & MATERIALS PLAN**

DISCIPLINE: CATEGORY: SUB CATEGORY: SHEET  
**SD1.01A**

**AREA A LAYOUT & MATERIALS PLAN**  
1/16" = 1'-0"



# Master Plan Site Plan



APPLICANT TO WORK WITH MN DOT, CITY AND NEIGHBORHOOD TO IMPROVE PEDESTRIAN SAFETY AND MAINTAIN TRAFFIC FLOW