



City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Council Chambers - 3rd
Floor
651-266-8560

Meeting Agenda

Housing & Redevelopment Authority

Chair Cheniqua Johnson
Commissioner Anika Bowie
Commissioner Molly Coleman
Commissioner Saura Jost
Commissioner HwaJeong Kim
Commissioner Rebecca Noecker
Commissioner Nelsie Yang

Wednesday, May 27, 2026

2:00 PM

Council Chambers, City Hall

ROLL CALL

DISCUSSION

- 1 [RES 26-883](#) Resolution Approving and Authorizing the Execution of a Master Legal Services Agreement with Barnes & Thornburg LLP, Citywide
Attachments: [Presentation](#)
[Board Report](#)

- 2 [RES 26-889](#) Resolution of the Housing and Redevelopment Authority ("HRA") of the City of Saint Paul Exercising the HRA's Authority to Opt-In to, and Support, the Ramsey County Economic Development Authority ("EDA")
Sponsors: Johnson

STAFF REPORT

- 3 [SR 26-107](#) Full Stack Saint Paul Update
Attachments: [Presentation](#)

ADJOURNMENT

Housing and Redevelopment Authority Board of Commissioners (HRA) meetings are open for in person attendance, but the public may also comment on public hearing items in writing or via voicemail. Any comments and materials submitted by 12:00 p.m. of the day before the meeting will be attached to the public record and available for review by the Board. Comments may be submitted as follows:

Written public comment on public hearing items can be submitted to

HRAHearing@ci.stpaul.mn.us or by voicemail at 651-266-6806. Live testimony will be taken in person in the Council Chambers, Third Floor City Hall.

Members of the public may view HRA meetings online at

<https://stpaul.legistar.com/Calendar.aspx> or on local cable Channel 18.

HRA Meeting Information

The HRA is paperless which saves the environment and reduces expenses. The agendas and HRA files are all available on the Web (see below). Commissioners use mobile devices to review the files during the meeting. Using a mobile device greatly reduces costs since agendas, including the documents attached to files, can be over 100 pages when printed.

Web

Meetings are available on the City Council website. Email notification and web feeds (RSS) of newly released minutes, agendas, and meetings are available by subscription at <https://public.govdelivery.com/accounts/STPAUL/subscriber/new>.

Visit <https://stpaul.legistar.com/Calendar.aspx> for meeting videos and updated copies of the agendas, minutes and supporting documents.

Cable

Meetings are live on St Paul Channel 18 and replayed at various times. Check your local listings.



City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Master

File Number: RES 26-883

File ID: RES 26-883

Type: Resolution

Status: Agenda Ready

Version: 1

Contact Number: 266-6680

In Control: Housing & Redevelopment Authority

File Created: 05/19/2026

File Name: Resolution Approving Agreement with Barnes & Thornburg LLP

Final Action:

Title: Resolution Approving and Authorizing the Execution of a Master Legal Services Agreement with Barnes & Thornburg LLP, Citywide

Notes:

Sponsors:

Enactment Date:

Attachments: Presentation, Board Report

Financials Included?:

Contact Name: Jenny Wolfe

Hearing Date:

Entered by: millicent.flowers@ci.stpaul.mn.us

Ord Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|

Text of Legislative File RES 26-883

Resolution Approving and Authorizing the Execution of a Master Legal Services Agreement with Barnes & Thornburg LLP, Citywide

**MASTER LEGAL SERVICES AGREEMENT – BOND/PUBLIC FINANCE
BARNES & THORNBURG LLP (COMMENCING FEBRUARY 5, 2026)**

THIS MASTER LEGAL SERVICES AGREEMENT (hereinafter referred to as the “Master Agreement”), is made effective February 5, 2026, between the **CITY OF SAINT PAUL, MINNESOTA**, a municipal subdivision under the laws of the State of Minnesota, whose address is 15 West Kellogg Boulevard, St. Paul, Minnesota 55102 (hereinafter referred to as “City”), the **HOUSING AND REDEVELOPMENT AUTHORITY** of the City of Saint Paul, a public body corporate and politic (hereinafter referred to as “HRA), and **BARNES & THORNBURG LLP**, whose address is 225 South Sixth Street, Suite 2800, Minneapolis, MN 55402, (hereinafter referred to as “Special Counsel”), collectively the “Parties”.

WHEREAS, City and HRA engage in, among other things, the financing of various activities supported by the public purposes of enhancing and furthering the well-being of the City of Saint Paul and its residents, including, but not limited to, public works, public safety, parks and recreation, economic development and redevelopment, and housing projects; and

WHEREAS, Chapter 5 of the Saint Paul City Charter provides that the City Council may, upon recommendation of the City Attorney, appoint special counsel in special circumstances, and fix special counsel’s compensation; and

WHEREAS, Minn. Stat. §169.097, subd. 2, provides that HRA “may contract for the services of consultants, agents, public accountants, and other persons needed to perform its duties and exercise its powers; and

WHEREAS, federal and state laws for housing, redevelopment, and economic development projects significantly impact the projects and programs undertaken by City and HRA, and the obligations issued by or on behalf of City or HRA to finance such projects and programs. Consequently, the City Attorney finds there is a need for special expertise to be available to City and HRA on a continuing basis, as well as on a specific project basis, to provide legal services relating to such federal and state laws; and

WHEREAS, Special Counsel is experienced in legal matters relating to public finance, public bonds of varying types, tax increment financing, redevelopment, housing and related matters; and

WHEREAS, Special Counsel is one of the law firms approved by the City Council and HRA Board of Commissioners to provide legal services to City and HRA in public finance matters.

NOW THEREFORE, City, HRA and Special Counsel, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1. Scope of Services.

A. Special Counsel agrees to provide legal services to City or HRA at the direction of the City Attorney’s Office (“CAO”) with respect to public finance, public bonds, tax increment financing, redevelopment and housing projects, and programs and finance powers of City or HRA (“General Legal Services”).

B. Special Counsel further agrees to provide legal services to City or HRA at the direction of the CAO with respect to specific projects as follows:

1. Assist in planning the financing and structuring of the bond issue and, where appropriate, preparing enabling legislation;
2. Prepare or supervise the bond proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale, bond opinion, and delivery of the bonds;
3. Assist in various aspects of preparing the official statement or other disclosure documents to be disseminated in connection with the sale of the bonds;
4. Obtain from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue;
5. Prepare all necessary closing documents and assemble transcripts concerning all proceedings taken in connection with the issuance and sale of the bonds;
6. Render opinions on such related matters as:
 - a. The applicability of particular provisions of federal and state securities law;
 - b. The applicability of tax law provisions governing estate and gift taxation;
 - c. The eligibility of the bonds for investment by various fiduciaries and other regulated investors;
 - d. The status of the bonds and related obligations under laws relating to creditors' rights; and
 - e. The validity and enforceability of security agreements, indentures, and other documents related to the bonds and their security;
7. Assist in presenting information to bond rating organizations and bond insurers, review documents related thereto and advise City or HRA accordingly;
8. Provide advice related to amendments to federal and state tax laws;
9. Advise in negotiating bond purchase agreements with underwriters;
10. Provide rebate/arbitrage services for IRS reporting purposes as necessary;
11. As requested, participate in public forums, City meetings, including Council committee meetings and Council and HRA Board meetings, as bond counsel to explain legal aspects of financing;
12. Assist in other specified activities related to the bonds; and

13. Research and analyze federal and state laws and regulations that impact housing, redevelopment and economic development projects and programs.

C. Special Counsel further agrees to provide the following legal services to City or HRA at the direction of the CAO with respect to specific projects as follows:

1. Draft tax increment financing plans, agreements, resolutions, and related work to create tax increment financing districts; and
2. Draft and negotiate development agreements related to HRA redevelopment activities; and
3. Draft proposed legislation related to tax increment financing and other issues and specific projects; and
4. Provide advice on environmental remediation, brownfield redevelopment, and legal issues.

D. A Scope of Work will be agreed upon by City or HRA and Special Counsel for specific projects or matters. Each Scope of Work will be in the form of the attached **Exhibit A**, attached hereto, or another specifically agreed upon form, and include a list of individuals who will perform the work, a list of key tasks, and an estimated date for the completion of the work. Each Scope of Work will be signed by City or HRA and Special Counsel prior to the commencement of any material amount of work and shall be incorporated into this Master Agreement as an attachment. City and Special Counsel agree that all of the terms and conditions of this Master Agreement shall apply to each Scope of Work.

E. Special Counsel shall perform all legal services under Sections 1A, 1B, and 1C above in accordance with the requirements set forth in **Exhibit B** attached hereto.

SECTION 2. Time for Completion.

A. Unless terminated earlier or extended as otherwise provided herein, the term of this Master Agreement shall commence on February 5, 2026, and shall terminate on December 31, 2026, provided that any Scope of Work issued prior to December 31, 2026, shall be completed within the timeframe established in the Scope of Work.

B. The legal services rendered by Special Counsel in accordance with Sections 1A, 1B, and 1C shall be commenced and completed in accordance with the date contained in each Scope of Work.

C. In the event that there are delays caused by actions of City or HRA, or which may be reasonably requested by Special Counsel which may change the completion date, Special Counsel shall request an extension of time for completion of the project. The City Attorney will review the request and may grant to Special Counsel such extensions of contract time as may be reasonable.

D. The City and HRA reserve the right to extend the term of this Master Agreement for a period of up to one year (to December 31, 2027). The City and HRA may exercise this right by

giving written notice thereof to Special Counsel no later than November 1, 2026.

SECTION 3. Billing and Payment.

A. That for Special Counsel's faithful performance of this Master Agreement, City and HRA hereby agree to compensate Special Counsel as follows:

1. Special Counsel shall be compensated for services provided hereunder at the 2026 rate per hour for partner/shareholder attorney time, associate attorney time, and paralegal time as set forth in **Exhibit D** attached hereto. Provided, however, in the event that the fees of Special Counsel will be paid by a private developer, the hourly rate of lawyer time is Special Counsel's standard hourly billing rates as set forth in **Exhibit D**. Special Counsel acknowledges that it shall endeavor to utilize non-billable employees for appropriate tasks in serving the City and the HRA, such as closing coordinators.

2. The total fees for services performed under Sections 1A, 1B, and 1C of this Master Agreement that will be paid solely by the City or the HRA not related to a specific bond issue or borrowing shall not exceed \$20,000 annually unless separately negotiated with the City Attorney's Office and included in the Scope of Work for the project/matter or reduced in writing to an amendment to this Master Agreement. To the extent that the total fees for services negotiated with the CAO exceeds the \$20,000 cap, such obligation to pay is contingent upon and subject to the City Council or HRA Board approving funds for such obligation.

3. For general obligation and governmental revenue bonds (including, by way of example, sewer, water, tax increment, parking, or lease/annual appropriation bonds) Special Counsel will be compensated according to the hourly rates set forth in Section 3.A. for hourly legal services, with fees estimated in the ranges set forth **Exhibit C** attached hereto.

B. For services outside of a bond issue, Special Counsel shall bill City or HRA on a monthly basis of each year for the services provided hereunder unless other terms are mutually agreed upon by City or HRA and Special Counsel in the Scope of Work. For a debt issuance, Special Counsel shall bill for its services upon issuance of such debt obligation. If a debt obligation is not issued as anticipated, then Special Counsel shall notify the City or HRA in writing and Special Counsel shall separately negotiate with the CAO as provided in Section 3.A.2 for the payment of services performed based upon the 2026 hourly rates set forth on **Exhibit D**. In the event of termination of this Master Agreement, Special Counsel shall be paid for its services rendered up to and including the day upon which termination is effective. Each invoice submitted by Special Counsel outside of a debt issuance shall separately itemize, and state the fees, names of the lawyers and paralegals, amount of time, nature of work performed, and disbursements attributable to each separate matter to which such bill relates. It has been the ordinary course of business for Special Counsel to provide a one-page invoice for services as bond counsel and Special Counsel shall continue to invoice in the same manner. Provided, however, that upon the request of the City or the HRA for a more detailed bill with respect to a particular debt issuance, Special Counsel shall provide detailed information in the same manner as an invoice not related to a bond issuance as described above.

C. In the event Special Counsel fails to comply with any terms or conditions of this Master Agreement or to provide in any manner the work or services as agreed to herein, the CAO reserves the right to withhold any payment until the CAO is satisfied that corrective action has been taken or completed. This option is in addition to, and not in lieu of, the City and HRA's right to termination as provided in Sections 15 and 16 of this Master Agreement.

SECTION 4. Responsible Individuals.

The individual(s) at Special Counsel's firm primarily responsible for the performance of the legal services required of Special Counsel under this Master Agreement shall be Ben Johnson with assistance from other attorneys and paralegals in the Minnesota and other offices as set forth on each **Exhibit A**. The CAO shall be responsible for directing Special Counsel to perform legal services for City and HRA. The responsible individual shall perform the legal services in accordance with the requirements set forth in **Exhibit B**. The responsible individual at the Special Counsel's firm shall submit to the CAO the monthly billing statements provided in Section 3 of this Master Agreement.

SECTION 5. City and HRA Responsibilities.

City and HRA agree to provide Special Counsel with access to any information from City or HRA documents, staff, and other sources needed by Special Counsel to complete the work described herein.

SECTION 6. Work Products, Records, Dissemination of Information.

A. For purposes of this Master Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended:

"Work product" shall mean any report, recommendation, paper, memorandum, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format, that results from Special Counsel's services under this Master Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format, and other resources and materials used to generate any and all work performed and work products generated under this Master Agreement.

"Business records" shall mean any books, documents, papers, account records and other resources and materials, whether written, electronic, or in other format, belonging to Special Counsel and pertaining to work performed under this Master Agreement.

B. All deliverable work products and supporting documentation that result from Special Counsel's services under this Master Agreement shall be delivered to City or HRA and shall become the property of City or HRA after final payment is made to Special Counsel with no right, title, or interest in said work products or supporting documentation vesting in Special Counsel.

C. Special Counsel agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Master Agreement without

prior knowledge and written consent of the CAO, City or HRA.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by Special Counsel under this Master Agreement, shall be delivered to City or HRA by Special Counsel on or before the termination date and there shall be no further obligation of City or HRA to Special Counsel except for payment of amounts due and owing for work performed and expenses incurred through the date and time of termination.

E. Special Counsel agrees to maintain all files and records relating to work performed under this Master Agreement including business records in such a manner as will readily conform to the terms of this Master Agreement and to make such materials available at its office at all reasonable times during this Master Agreement period and for ten (10) years from the date of the final payment under this Master Agreement for audit or inspection by City, the Auditor of the State of Minnesota, or other duly authorized representatives.

F. Special Counsel agrees to abide strictly by Chapter 13, Minnesota Government Data Practices Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1(b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by Special Counsel in performing functions under this Master Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Special Counsel must comply with those requirements as if it were a governmental entity. The remedies in Chapter 13 apply to Special Counsel. If any provision of this Master Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

SECTION 7. Equal Opportunity Employment.

Special Counsel will not discriminate against any employee or applicant for employment for work under this Master Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same. Special Counsel agrees to be bound by and comply with the requirements of Section 183.04 of the Saint Paul Legislative Code and the Rules Governing Affirmative Action Requirements in Employment adopted by the Saint Paul Human Rights Commission. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8. Compliance with Applicable Law.

Special Counsel agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Special Counsel's performance of the provisions of this Master Agreement. It shall be the obligation of Special Counsel to apply for, pay for, obtain, and keep in effect all permits and/or licenses required.

SECTION 9. Conflict of Interest.

A. Special Counsel agrees that it will not contract or accept employment for the

performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Master Agreement with City and HRA.

B. Special Counsel's acceptance of this Master Agreement indicates compliance with Chapter 24.03 of the Saint Paul Administrative Code: "Except as permitted by law, no City official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City."

C. Special Counsel agrees that, should any conflict or potential conflict of interest become known, Special Counsel will, without delay, advise the CAO of the situation so that a determination can be made about Special Counsel's ability to continue performing services under this Master Agreement.

SECTION 10. Insurance.

A. Special Counsel shall be required to carry insurance of the kind and in the amounts shown below for the term of this Master Agreement and any extension thereof.

1. Excluding Professional Liability Insurance and Workers' Compensation/Employers' Liability, insurance certificates must state that City and HRA, its employees and officials are Insureds under Special Counsel's insurance policy. A cross-liability coverage endorsement shall be provided to the benefit of City and HRA. Every claim brought against an insured under the policy will be treated, at the time of the claim, as if they were the only insured under the policy.

2. General Liability Insurance:

- a. Bodily Injury: \$1,500,000 each occurrence; \$3,000,000 aggregate
- b. Property Damage: \$1,500,000 each accident; \$3,000,000 aggregate
- c. Policy must include an "all services, products or completed transactions" endorsement.

3. Automobile Insurance:

- a. Bodily Injury: \$ 750,000 per person; \$1,500,000 per accident
- b. Property Damage: not less than \$50,000 per accident

4. Worker's Compensation and Employer's Liability:

- a. Worker's Compensation per Minnesota Statute
- b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
- c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide City and HRA with a letter verifying their number of employees.

5. Professional Liability Insurance that includes malpractice coverage:

- a. \$5,000,000 per claim

6. General Insurance Requirements:

- a. Excluding Professional Liability Insurance, the policy is to be written on an occurrence basis or as acceptable to City and HRA. The certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Special Counsel shall provide City and HRA with written notice not less than thirty (30) days prior to any cancellation, non-renewal or any material changes in the policy, including, but not limited to, coverage amounts. Insurance agent must state on the certificate if the policy includes errors and omissions coverage.
- b. Special Counsel shall not commence work until a Certificate of Insurance covering all of the insurance required for this Master Agreement or any specific project is approved and the project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract term and any extension periods.
- c. City and HRA reserve the right to request reasonable additional evidence regarding Special Counsel's insurance policies at any time to verify that City or HRA requirements have been met.
- d. Nothing shall preclude City or HRA from requesting Special Counsel to purchase and provide evidence of additional insurance.
- e. Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of "each occurrence" and "aggregate" limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.

SECTION 11. Independent Contractor.

It is agreed by the parties that, at all times and for all purposes within the scope of this Master Agreement, the relationship of Special Counsel to City and HRA is that of independent contractor and not that of employee. No statement contained in this Master Agreement shall be construed so as to find Special Counsel's employees, agents, or officers to be employees of City or HRA, and they shall be entitled to none of the rights, privileges, or benefits of City or HRA employees.

SECTION 12. Subcontracting.

Special Counsel agrees not to enter into any subcontracts for any of the work contemplated under this Master Agreement without obtaining prior written approval of City or HRA.

SECTION 13. Hold Harmless.

Special Counsel agrees to be responsible for any compensable injuries or damages, including reasonable costs of defending claims ("Losses"), incurred by City or HRA, their officers, agents, and employees, which are proximately caused by an error or omission of Special Counsel or any of its personnel committed in connection with the performance of the professional legal services provided under the terms of this Master Agreement; provided, however, that (1) Special Counsel is not liable for any Losses caused by or arising solely out of actions or omissions of City or HRA, their employees or agents; and (2) Special Counsel, City and HRA agree that no claim will be settled or otherwise resolved without the consent of Special Counsel, which consent shall not be unreasonably withheld.

SECTION 14. Assignment.

City, HRA and Special Counsel each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Master Agreement; and City, HRA and Special Counsel will not assign or transfer their interest in this Master Agreement without the written consent of the others.

SECTION 15. Termination.

City and HRA have the right to terminate this Master Agreement at any time by giving notice thereof to Special Counsel.

In the event of termination, City and HRA will pay Special Counsel for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. Special Counsel will deliver all work products and supporting documentation developed up to the time of termination prior to City or HRA rendering final payment for service.

SECTION 16. Default by Consultant; City or HRA Remedies.

In the event Special Counsel fails or neglects to comply with any term or condition of this Master Agreement or to provide the services stated herein, City and HRA shall have the following rights and remedies: (a) to suspend payment of any invoices; (b) to commence an action to recover the damages incurred by the City or HRA; (c) to commence an action to compel specific performance of the Master Agreement by Special Counsel; and (d) to terminate this Master Agreement. These remedies shall be in addition to any other remedies available to the City or HRA in law or equity. The City and HRA shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

SECTION 17. Amendment or Changes to Agreement.

A. City, HRA or Special Counsel may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the parties.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Master Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Master Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 18. Notices.

Except as otherwise stated in this Master Agreement, any notice or demand to be given under this Master Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested, to the addresses set forth in the opening paragraph of this Master

Agreement. A copy of said notice or demand given under this Master Agreement shall also be delivered to the following:

To City:
Irene Kao
City Attorney
400 City Hall
15 W. Kellogg Boulevard
Saint Paul, MN 55102

To HRA:
Samantha Juneau
Supervising Attorney – Civil
Division
400 City Hall
15 W. Kellogg Boulevard
Saint Paul, MN 55102

To Ben Johnson:
BARNES & THORNBURG
225 South Sixth Street
Suite 2800
Minneapolis, MN 55402

SECTION 19. Waiver.

Any fault of any one or more of the parties to assert any right under this Master Agreement shall not constitute a waiver or a termination of that right, this Master Agreement, or any of this Master Agreement's provisions.

SECTION 20. Survival of Obligations.

A. The respective obligations of the City, HRA and Special Counsel under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Master Agreement, or a provision herein is unlawful, this Master Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Master Agreement without the terminated provision, the remainder of this Master Agreement shall continue in full force and effect.

SECTION 21. Interpretation of Agreement; Venue.

This Master Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Master Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 22. Force Majeure.

City, HRA and Special Counsel shall not be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: unusually severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 23. Business Office.

During the term of this Master Agreement, Special Counsel agrees to procure and maintain a business office in downtown St. Paul.

SECTION 24. Entire Agreement.

It is understood and agreed that this entire Master Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

SECTION 24. Exhibits

The following listing of exhibits which are attached to this Master Agreement, and all obligations and duties articulated, and certifications made therein, are incorporated into and made a part of this Agreement:

- Exhibit A: Scope of Work form
- Exhibit B: Legal Services
- Exhibit C: Fee Ranges
- Exhibit D: Hourly Rates for Special Counsel

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Master Agreement, the day and year first above written.

CITY OF SAINT PAUL

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

By: _____
Its: Assistant Mayor or designee

By: _____
Its: Chair or designee

By: _____
Director or designee
Human Rights & Equal Economic
Opportunity

By: _____
Its: Interim Executive Director or designee

By: _____
Director or designee
Office of Financial Services

By: _____
Director or designee
Office of Financial Services

By: _____
City Attorney or designee
Office of the City Attorney

Approved as to form:

Approved as to form:

Assistant City Attorney

Deputy City Attorney or designee

BARNES & THORNBURG LLP

By: _____
Print: _____
Its: _____

By: _____
Print: _____
Its: _____

**Exhibit A
Scope of Work**

Attachment to Master Legal Services Agreement Commencing: FEBRUARY 5, 2026

1. Description of legal services to be performed:

2. Special Counsel will begin work on _____, 202__, and complete the services on or before _____, 202__.

3. (a) Attorney fees for non-bond related work will be billed at the hourly rates set forth in section 3A of the Master Legal Services Agreement. Total fees shall not exceed the amount of \$_____.

(b) If the project involves City Revenue Bonds or Tax Increment Bonds, then attorney fees for bond related work are agreed to be set at a fixed sum of \$_____, payable, together with costs, solely from the proceeds of the bond sale. Special Counsel shall provide a single line bill for the bond closing; provided, however, that no fees or costs are due or payable to Special Counsel if the bond closing does not occur. In addition, Special Counsel shall provide the CAO and the Director of Financial Services with an itemized billing statement upon completion of the bond closing that will contain the following information: the names of the attorneys or paralegal performing the work, the nature and dates of the work performed, and the amount of time associated with each item of work.

(c) If the project involves conduit revenue bonds or work paid for by a private developer, the estimate for the total fees and costs to be paid by the conduit borrower or private developer is \$_____.

4. Individuals from Special Counsel's firm to work on this project are as follows:

5. Special provisions:

[CHOOSE ONE BASED ON THE PARTY TO THE AGREEMENT AND DELETE THE OTHER]

ACCEPTED AND AGREED TO:

CITY OF SAINT PAUL

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

By: _____
Its: Assistant Mayor or designee

By: _____
Its: Chair or designee

By: _____
Director or designee
Human Rights & Equal Economic
Opportunity

By: _____
Its: Interim Executive Director or designee

By: _____
Director or designee
Office of Financial Services

By: _____
Interim Director or designee
Office of Financial Services

By: _____
City Attorney or designee
Office of the City Attorney

Approved as to form:

Approved as to form:

Assistant City Attorney

Deputy City Attorney or designee

BARNES & THORNBURG LLP

By: _____
Print: _____
Its: _____

By: _____
Print: _____
Its: _____

Exhibit B Legal Services

Special Counsel agrees to perform all legal services under the Master Legal Services Agreement and each Scope of Work in accordance with the following requirements:

1. Unless directed otherwise by the CAO, all requests for legal services, advice and opinions by Special Counsel, and other communications between the Special Counsel and City or HRA shall be through the CAO.
2. The CAO shall be copied on all communications whether in the form of memos, advice, letters, e-mails, faxes and the like. Copying the CAO does not create or transfer any obligation by Special Counsel to provide legal services. Copying the CAO is for informational purposes only and does not create a co-counsel relationship or obligation. The CAO is relying on Special Counsel's expertise in providing and preparing legal services, opinions, documents and contracts; CAO's approval of Special Counsel's work product is merely an acknowledgement of work, and not approval of the legal sufficiency of the work product, or an independent legal review or analysis of the work product.
3. The CAO shall be informed of all meetings scheduled with City or HRA staff including the project name and agenda.
4. Special Counsel will not assume how the City or HRA will decide upon or handle a particular matter or issue. Simply because it has been the City's or HRA's custom or practice in the past does not mean it should or will continue to be the same in the matter Special Counsel is currently handling.
5. For most files, the Special Counsel shall endeavor to staff each matter in a manner that provides the lowest cost to the City or HRA, as applicable, and in accordance with the Scope of Work for each project/matter.
6. Special Counsel will not "double up" at meetings or court hearings. Unless prior approval has been obtained, the City or HRA will not pay for more than one attorney from Special Counsel at any meeting or court hearing.
7. The client is the City or HRA and the City or HRA, through their respective executive director and project managers, makes the decisions on all business negotiations and other items regarding a project. Special Counsel's role as outside legal counsel is to provide legal counsel and advice to the City or HRA, project managers and executive director, and provide the City or HRA with possible courses of action, options and solutions.
8. It is important to listen to the needs of the project manager and to draft clear, concise and easy to understand language that effectuates the intentions of the City or HRA.
9. If it appears that the amount of attorney's fees will greatly exceed the original estimate or "not to exceed" amount, then Special Counsel must notify the project manager immediately.

Exhibit C Fee Ranges

GENERAL OBLIGATION BONDS
(NORMAL-FIXED RATE-NEW MONEY AND
CURRENT REFUNDINGS, NOT MULTI-PURPOSE
ISSUES)

\$500,000 or less
\$500,000 to \$1,000,000
\$1,000,000-\$3,000,000
\$3,000,000-\$5,000,000
\$5,000,000-\$7,000,000
\$7,000,000-\$11,000,000
\$11,000,000-\$15,000,000
\$15,000,000-\$20,000,000
\$20,000,000-\$25,000,000
\$25,000,000 and above

BOND COUNSEL FEES*

\$5,000, plus hard costs
\$5000-\$7000, plus hard costs
\$7,000-\$9,500, plus hard costs
\$7,000-\$12,000, plus hard costs
\$8,000-\$15,000, plus hard costs
\$8,000-\$17,500, plus hard costs
\$12,000-\$21,500, plus hard costs
\$15,000-\$25,000, plus hard costs
\$15,000-\$30,000, plus hard costs
TO BE NEGOTIATED

UTILITY REVENUE BONDS
(NORMAL- FIXED RATE) AND LEASE
PURCHASE (PRIVATE PLACEMENT)

\$500,000 or less
\$500,000 to \$1,000,000
\$1,000,000-\$3,000,000
\$3,000,000-\$5,000,000
\$5,000,000-\$7,000,000
\$7,000,000-\$11,000,000
\$11,000,000-\$15,000,000
\$15,000,000-\$20,000,000
\$20,000,000-\$25,000,000
\$25,000,000 and above

BOND COUNSEL FEES*

\$5000, plus hard costs
\$5,000-\$8,000, plus hard costs
\$8,000-\$12,500, plus hard costs
\$8,000-\$15,000, plus hard costs
\$12,500-\$18,000, plus hard costs
\$12,500-\$20,000, plus hard costs
\$15,000-\$25,000, plus hard costs
\$17,000-\$30,000, plus hard costs
\$20,000-\$40,000, plus hard costs
TO BE NEGOTIATED

PUBLIC SALE LEASE REVENUE BONDS

TO BE NEGOTIATED*

In the event the bonds are sales tax revenue bonds or tax increment bonds or issued as a floating rate issue, with liquidity or credit enhancement provisions, City or HRA and Special Counsel will separately negotiate a different arrangement, which may be a “not-to-exceed” fee in accordance with section 3A2 of the Master Agreement.

Conduit revenue bonds issued by either the HRA or the City shall be billed by the Special Counsel to the conduit borrower at the Special Counsel's Standard Hourly Rates as shown in **Exhibit D** to this Master Agreement. It is the understanding of the City/HRA and Special Counsel that the conduit borrower will pay all bond counsel fees of Special Counsel for any conduit revenue bond issue.

Exhibit D

HOURLY RATES FOR SPECIAL COUNSEL

| Working Fee Earner | Title | Standard Rate | 2026 Rate |
|---------------------------|----------------|----------------------|------------------|
| Johnson, Benjamin | Partner | \$1,120 | \$410 |
| Megan McCarthy | Partner | \$775 | \$410 |
| Henck, Charles S. | Senior Counsel | \$1,530 | \$410 |
| Kim, Stephanie S. | Of Counsel | \$1,035 | \$410 |
| Lam, Peter | Of Counsel | \$1,000 | \$410 |
| Katzmann, BK | Associate | \$675 | \$295 |
| Kyes, Andrew | Associate | \$600 | \$295 |
| Killeen, Erin | Associate | \$655 | \$295 |
| Rucker, Sean | Associate | \$790 | \$295 |
| Evans, David | Associate | \$650 | \$295 |
| Wang, Andrew | Associate | \$790 | \$295 |
| Cavacini, Laura L. | Paralegal | \$475 | \$225 |
| Skaar, Barbara | Paralegal | \$520 | \$225 |
| Lundeen, Leslie A. | Paralegal | \$515 | \$225 |

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

REPORT TO THE COMMISSIONERS

DATE: MAY 27, 2026

**REGARDING: RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A MASTER LEGAL SERVICES AGREEMENT
WITH BARNES & THORNBURG LLP, CITYWIDE**

Requested Board Action

To approve the provision of legal services for the HRA from the law firm of Barnes & Thornburg LLP and execution of a master legal services agreement.

Background

The law firms of Kutak Rock LLP and Barna, Guzy & Steffen, Ltd. currently provide bond counsel and public finance legal services for the HRA in its development and redevelopment activities in consultation with the City Attorney's Office (CAO) under a Master Legal Services Agreement. To update the panel of outside law firms to perform this work, the CAO researched interest and qualifications for legal services for both the HRA and the City. The CAO evaluated qualifications and based on their evaluation and interviews of various law firms, the CAO recommends to the HRA Board of Commissioners to engage the law firm of Barnes & Thornburg LLP to perform legal services for the HRA, at the direction of the CAO.

The CAO is hereby submitting to the HRA Board of Commissioners for approval a master legal services agreement ("Master Legal Services Agreement") with Barnes & Thornburg LLP for a duration of approximately eleven (11) months commencing February 5, 2026, and ending December 31, 2026, with an optional one-year renewal period.

A copy of the Master Legal Services Agreement is on file in the office of the HRA Executive Director.

The Saint Paul City Council is also being requested to act with respect to the approval of the law firm of Barnes & Thornburg LLP to perform legal services for the City.

Budget Action

No budget action is needed.

Recommendation:

The Executive Director recommends approval of the resolution authorizing the execution of a Master Legal Services Agreement with the law firm of Barnes & Thornburg LLP.

Sponsored by: Chair Johnson

Staff: Jenny Wolfe, 266-6680



City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Master

File Number: RES 26-889

File ID: RES 26-889

Type: Resolution

Status: Agenda Ready

Version: 1

Contact Number: 266-8672

In Control: Housing & Redevelopment Authority

File Created: 05/20/2026

File Name: Ramsey County EDA Opt-In

Final Action:

Title: Resolution of the Housing and Redevelopment Authority ("HRA") of the City of Saint Paul Exercising the HRA's Authority to Opt-In to, and Support, the Ramsey County Economic Development Authority ("EDA")

Notes:

Sponsors: Johnson

Enactment Date:

Attachments:

Financials Included?:

Contact Name: Cheniqua Johnson

Hearing Date:

Entered by: kelly.bauer@ci.stpaul.mn.us

Ord Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|

Text of Legislative File RES 26-889

Resolution of the Housing and Redevelopment Authority ("HRA") of the City of Saint Paul Exercising the HRA's Authority to Opt-In to, and Support, the Ramsey County Economic Development Authority ("EDA")



City of Saint Paul

City Hall and Court House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Master

File Number: SR 26-107

File ID: SR 26-107

Type: Staff Report

Status: Agenda Ready

Version: 1

Contact Number: 651-266-1124

In Control: Housing &
Redevelopment
Authority

File Created: 05/19/2026

File Name: Full Stack Saint Paul Update

Final Action:

Title: Full Stack Saint Paul Update

Notes:

Sponsors:

Enactment Date:

Attachments: Presentation

Financials Included?:

Contact Name: Mary Rick

Hearing Date:

Entered by: millicent.flowers@ci.stpaul.mn.us

Ord Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
| | | | | | | | |

Text of Legislative File SR 26-107

Full Stack Saint Paul Update



Full Stack Saint Paul Update
Saint Paul Housing & Redevelopment Authority
May 27, 2026

*Leveraging the power of tech and innovation to drive sustainable, equitable economic development
in Saint Paul.*

fullstackstpaul.com

About Full Stack Saint Paul

Founded in **2017** as the *Innovation Jobs Cabinet*, Full Stack Saint Paul was launched by the City of Saint Paul in partnership with the Saint Paul Area Chamber of Commerce to expand tech and innovation jobs and business growth across the city.

Original three-year goals (2017–2020)

- Increase innovation-related commercial space in Saint Paul by 200,000 sq ft
- Host 50 innovation-focused events annually in Saint Paul
- Grow awareness of Saint Paul innovation year over year through 2020
- Add 2,000 tech-related jobs by 2020

All four goals achieved by 2020—including advocacy for Osborn 370 as an innovation space, while shifting the narrative of Saint Paul and helping residents gain the skills to fill high-wage technology jobs.

PED staff continue to lead this initiative. Bylaws were adopted in **June 2024** and amended **December 2025** to clarify roles and responsibilities.

Adapting Through Crisis

In the wake of the **George Floyd murder** and the **COVID-19 pandemic**, PED staff and Steering Committee leaders pivoted to dual crisis response. With re-tooling, Full Stack led several innovative efforts that we continue to learn from:

- Restaurant Resiliency Project to **deliver technology tools for local restaurants** navigation shutdowns
- Bridgemakers Tech Fellowship to **build wealth for historically under-resourced entrepreneurs**
- MSP Tech Hire **advanced skills and wages for low-income residents**

The Full Stack community continues to **adapt in crisis** — whether in response to **Operation Metro Surge** — or the shifting **AI landscape**.

While tactics and budgets may shift, **Saint Paul** is leveraging technology and innovation to drive economic development, workforce opportunity, entrepreneurship, and business growth across a diverse range of industry sectors.

Recent Impact

- **Bridgemakers' Tech Entrepreneur Fellowship** — pioneered funding and development to elevate **youth-led tech entrepreneurship** with business and living stipends
- **Restaurant Resiliency Project** — delivered tech consulting and digital audits to **hundreds of small restaurants** with NCXT, Right Track, and Land O'Lakes
- **MSP Tech Hire scholarships** — deployed **best-in-class tech training** and wraparound services to low income and unemployed residents in coordination with Ramsey County
- **Community events** — sponsored dozens of **convenings connecting hundreds of innovators** annually to resources, investors, education, and showcase opportunities
- **Storytelling** — amplified local **success stories**, resources, innovators across sectors
- **Capital connections** — linked growing companies to local, regional, and statewide funding options to help them **land and expand in Saint Paul**

Current Leadership

The Full Stack Steering Committee is an **advisory body of 22 private and public sector leaders** that meets quarterly.

Co-Chairs

- Mayor Kaohly Her, City of Saint Paul
- Councilmember Cheniqua Johnson, City of Saint Paul
- Srinu Somayajula, VP, Global Technology Partnerships, Ecolab
- B Kyle, President, Saint Paul Area Chamber of Commerce

Sub-Committee Chairs

- **Startup & Enterprise** — Dr. Paul Campbell, Brown Venture Group
- **Tech Workforce** — Jaime Wascalus, City of Saint Paul
- **Promotion, Culture & Outreach** — Chris Robinson, MyTribe

Staff — Mary Rick, PED, City of Saint Paul • Kim Chung, Saint Paul Area Chamber

Mission & Strategic Focus Areas

Mission: Leverage the power of tech and innovation to drive sustainable, equitable economic development in Saint Paul.

- Building an Inclusive Tech Culture
- Training & Connecting an agile Tech Workforce
- Launching Tech-Powered Startups & Entrepreneurs

Building an Inclusive Tech Culture

In Saint Paul, innovation is for everyone

- Amplify the voices, places, and stories that make Saint Paul's tech scene distinctive
- Reach underrepresented founders, talent, and youth through partnerships with community organizations
- Sponsor and engage community members at events that bring diverse communities into the innovation economy
- Produce second annual Innovation @ the Park event
- Further plans for larger signature innovation event(s)



INNOVATION @ THE PARK

📍 Rice Park
Downtown Saint Paul

🕒 October 9 | 2025
3:30-6:30 PM

Presented
by



Training & Connecting an Agile Tech Workforce

Equipping Saint Paul residents with skills and opportunity

- Partner with workforce and training providers to understand new landscape for tech career pathways, review partner surveys, and tech job data
- Engage Saint Paul tech employers around hiring, internships, and on-the-job training
- Coordinate with OTC, Right Track, and Ramsey County around youth-to-career pipelines



Saint Paul Tech Employer Engagement

Deepen relationships with Saint Paul's leading tech employers and connect them to city and county talent and growth resources

Three-phase approach

- **Listen** — conduct structured interviews with a curated set of Saint Paul tech employer
- **Synthesize** — identify shared talent, growth, and policy needs across employers
- **Act** — coordinate Full Stack, City, and Chamber response to those needs

See appendix for more on the three-phase plan and employer interview mix.

Launching Tech-Powered Startups & Entrepreneurs

Help early-stage entrepreneurs and small business founders start and scale in Saint Paul

- Connect founders to capital, accelerators, and service providers (gBETA, MacNest, Federal Mashup Lab)
- Recommend sites and spaces where founders work and convene — Osborn370, The 428, UEL, and others
- Champion Saint Paul founders through events like Innovation @ the Park and our sponsorship partners
- Advocate for innovation funding and startup grants



Spotlight: University Enterprise Laboratories (UEL)

Minnesota's leading life-science incubator — right here in Saint Paul

Launched in 2005 in partnership with the City and U of M. Today, UEL is home to **60 early-stage life-science, biotech, medtech, and food/ag companies** in 144,000 sq ft of lab and office space. 170 companies in 20 yrs. \$1.4 Billion in capital raised. 2,000 jobs created.

How Full Stack supports:

- **Event sponsorship** — back UEL convenings (e.g., the UEL Showcase) that bring investors, founders, and partners to Saint Paul
- **Leadership presence** — send Mayor, Council, and Steering Committee members to demo days and tours so UEL founders meet the city's top decision-makers and learn alongside
- **Storytelling** — feature UEL and their companies (Miromatrix, Astrin Biosciences, Syntiron, Claros Technologies, plus) in the Full Stack newsletter, blog, and social channels
- **Connections** — link UEL current and prospective companies to state and local capital tools (eg Strategic Investment Fund, MIF, SBIR, Launch MN) and to large local employers for pilots and partnerships

Sources: uelmn.org; GAN / Medical Alley; Star Tribune (North Star Insider, 2025); UEL LinkedIn

Appendix

2026 Budget

Sources - \$350,000

\$300,000 annual investment from Saint Paul's Housing and Redevelopment Authority

\$50,000 estimated rollover balance from 2025 budget (tech workforce funding not rolled over)

\$350,000

Uses - \$350,000

\$ 180,000 for tech training scholarships, placement support, and paid tech internships

\$ 55,000 for communications and marketing staffing on social media, newsletter, website, public relations

\$ 65,000 for community event sponsorships (estimate 40 events)

\$ 50,000 for signature Saint Paul innovation event competition and festival

\$350,000

Notes: PED staff and Chamber pro bono staff time not included in budget; tech workforce funding not spent in 2025

Saint Paul Tech Employer Project Overview

A City of Saint Paul and Ramsey County collaboration

Context

- AI and automation are transforming every sector — creating both disruption and opportunity.
- Saint Paul and Ramsey County have a strong foundation through **the Workforce Innovation Board, Full Stack Saint Paul** and **Workforce Solutions**.
- To get AI and future tech training right, we must connect more deeply with employers to understand how tech is changing jobs, skills, and talent pipelines.

Engagement Purpose

- Strengthen relationships with local tech employers.
- Align City/County resources with real employer needs and anticipated needs.
- Ensure our tech workforce benefits from **high-wage, future-ready opportunities**.
- Build shared ownership of a resilient, inclusive, and innovative local tech economy.

Three-Phase Approach

Phase 1: Employer Insights Sprint (March–June 2026)

- Engage 10 tech employers for short interviews/small roundtables.
- Understand how AI and automation are shaping their hiring plans.
- Identify skill priorities and explore possible incentive tools.

Phase 2: Align Employer Needs, Training Resources, & Incentives (Timeline TBD)

- Align public-sector resources with employer hiring goals and needs

Phase 3: Secure 100 employer job commitments (Timeline TBD)

- Secure local employer pledges with or without incentives
- Report on wage, placement, and growth success

Employer Interview Prospects



Initial engagement goal:

- Mix of 50% IT industry sector and 50% Non-IT sectors with tech jobs
- Mix of large and small companies
- Reach out to 15 companies with the goal of 10 quality interviews