

## Exhibit T

### Site Balance - Cost Breakdown

**Site Balance - Cost Breakdown**

11/1/2019

**Earthwork Cost Breakdown Concept**

Step 1: Separate earthwork costs that are unassociated with site balance. These are included in the various scopes of work.

Step 2: Separate site balance scopes based on location. Broken into:

a: All Areas (mass import, grading) - Costs are distributed by land area

b: ROW Only (Finn St. street section changes only) - Costs are distributed to ROW only.

Step 3: Allocate mass import of topsoil based estimated volumes - Private Site and Parks only

a. Note ROW and Civic Spaces have smaller quantities and are included in the scope of work outlined in step #1.

Step 4: Estimated soil reuse included in Private Development (i.e. reusing Lot 1 Block 2 soil from below grade parking to raise Lot 1 Block 2 building pad)

**Areas based on Plat Submittal dated 9/20/2019**

	w/ Highland Ball		w/o Highland Ball	
	Acres	%	Acres	%
Total Area	121.73		116.58	
ROW	29.94	24.60%	29.94	25.68%
Gateway Park	2.42	1.99%	2.42	2.08%
Neighborhood Park	1.55	1.27%	1.55	1.33%
Hidden Falls Headwater	4.74	3.89%	4.74	4.07%
City/ South Park	1.5	1.23%	1.5	1.29%
Gateway Park - Storm	1.23	1.01%	1.23	1.06%
Central Water - Storm	5.44	4.47%	5.44	4.67%
Hidden Falls - Storm	1.65	1.36%	1.65	1.42%
Civic Square	2.07	1.70%	1.51	1.30%
Private Developments	66.04	54.25%	66.60	57.12%
Highland Ball	5.15	4.23%	0	0.00%

**Cost Breakdown**

<b>2.a.All Areas (mass import, grading) - by Land Area</b>	\$ 6,761,851
ROW	\$ 1,736,574.19
Gateway Park	\$ 140,364.38
Neighborhood Park	\$ 89,902.81
Hidden Falls Headwater	\$ 274,928.58
City/ South Park	\$ 87,002.71
Gateway Park - Storm	\$ 71,342.23
Central Water - Storm	\$ 315,529.85
Hidden Falls - Storm	\$ 95,702.99
Civic Square	\$ 87,808.94
Private Developments	\$ 3,862,694.33

Parks	\$ 592,198
Stormwater	\$ 482,575
Civic	\$ 87,808
ROW	\$ 1,736,574
Private Development	\$ 3,862,694

**2.b ROW Only (Finn St. Section Added Material)** \$ 306,987

ROW \$ 306,987

**3. Mass Import of Topsoil** \$ 1,535,621

Parks	373,744	CF
Private Development	1,198,626	CF
Total	1,572,370	CF

Parks	\$365,009
Private Development	\$1,170,612

**4. Site Balance - Private Sites Only** \$ (1,921,954)

Private Development \$ (1,921,954)

**Mass Grading**

Site Balance: Park Space	\$ 957,207
Site Balance: Stormwater	\$ 482,575
Site Balance: Civic Square	\$ 87,808
Site Balance: Right of Way	\$ 2,043,561
Site Balance: Private Site Development	\$ 3,111,352

## Exhibit U

### Form of Special Assessment Agreement

#### **Special Assessment Agreement, Petition, and Waiver (Ford Site)**

This Special Assessment Agreement, Petition, and Waiver (this “Agreement”) is entered into as of December \_\_, 2019 (the “Effective Date”) by and among the CITY OF SAINT PAUL, MINNESOTA (the “City”), PROJECT PAUL, LLC, a Delaware limited liability company, its successors and/or assigns (“Developer”), and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company, its successors and/or assigns (“Weidner”).

#### Recitals:

A. Developer and Weidner are the current owners of all the Lots (defined herein) within that certain real property containing approximately 122 acres and commonly known as the Ford Redevelopment Site located at 966 Mississippi River Boulevard, Saint Paul, Ramsey County, Minnesota (the “Property”), which such Property consists of, and is currently subdivided into, platted Lots. Developer is the current fee owner of the Lots listed on Exhibit A and referred to herein as the “Developer Lots”. Weidner is the current fee owner of the Lots listed on Exhibit A and referred to herein as the “Weidner Lots”.

B. The City, Developer, and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “Authority”) are parties to that certain Redevelopment Agreement dated December \_\_, 2019 (the “Redevelopment Agreement”), which contemplates that Developer will improve the Property with certain public roads, street improvements, water, sanitary and stormwater facilities, and other public utility and infrastructure improvements to be acquired by the City in accordance with the terms and conditions of the Redevelopment Agreement (collectively and as further defined in the Redevelopment Agreement, the “Public Infrastructure”).

C. The City, Developer, and Weidner desire that a portion of the Public Infrastructure, such portion being defined and referred to herein as the “429 Improvement Project”, be financed by the imposition of special assessments (“Special Assessments”) on the Developer Lots and Weidner Lots in accordance with Minnesota Statutes Chapter 429 (“Chapter 429”), Chapters 13 and 14 of the City Charter and this Agreement.

D. The 429 Improvement Project is generally described in the concept plans and specifications depicted on the attached Exhibit B (the “Current Plans”), which Current Plans will be further developed into final Infrastructure Plans for the 429 Improvement Project in accordance with the Site Improvement Performance Agreement.

E. The estimated cost of the 429 Improvement Project is **\$11,800,000** (the “Cost Estimate”), as such Cost Estimate is detailed in the attached Exhibit C. The City and Developer desire that a portion of the cost of the 429 Improvement Project in the amount of **\$9,139,343** be financed by the imposition of Special Assessments on the Developer Lots and Weidner Lots in accordance with Chapter 429 and this Agreement.

F. In connection with Developer’s design, construction and installation of the Public Infrastructure to be acquired by the City, the Authority and City have agreed to provide certain forms of

public assistance in accordance with the terms and conditions of the Redevelopment Agreement, including, without limitation, issuance of one or more series of general obligation improvement bonds, in accordance with Chapter 429 (“429 Assessment Bonds”), such that proceeds of such 429 Assessment Bonds will be available to be used to finance the 429 Improvement Project in accordance with the Redevelopment Agreement.

G. The City is willing to consider issuing the 429 Assessment Bonds following satisfaction of all conditions precedent thereto in accordance with Chapter 429 and Chapters 13 and 14 of the City Charter provided that Developer and Weidner enter into this Agreement, the Developer Lots and Weidner Lots are burdened by this Agreement, and each successor Owner is bound by its terms to ensure that the City will have valid and collectable Special Assessments as it relates to the Developer Lots and the Weidner Lots to repay the 429 Assessment Bonds.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants, and agreements made by each to the other, do hereby agree as follows:

**Article 1.**  
**Recitals; Exhibits; Definitions**

1.1 Recitals. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 Exhibits. All Exhibits referred to in and attached to this Agreement upon execution, or thereafter attached or thereafter amended by mutual written agreement, are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Agreement. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Redevelopment Agreement. All defined terms may be used in the singular or the plural, as the context requires.

“429 Improvement Project” means the following components of the Public Infrastructure:

(i) Cretin Avenue – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(ii) Mount Curve Boulevard – Existing Ford Parkway South to Proposed Montreal Avenue Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(iii) Montreal Avenue – Existing Cleveland Avenue West to Existing Mississippi River Blvd. Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments

(iv) Bohland Avenue – Existing Mississippi River Blvd. East to Proposed Ranger Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(v) Woodlawn Avenue – Proposed Gateway Park to Proposed Village Way Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(vi) Village Way – Existing Mississippi River Boulevard East to Mount Curve Boulevard Proposed Improvements: Public ROW consistent with the Site Improvement Performance Agreement, including bituminous streets with concrete curb and gutter, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(vii) Beechwood Avenue – Existing Mississippi River Boulevard East to Proposed Falls Passage West Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer and water with appropriate services for site developments.

(viii) Beechwood Avenue – Proposed Falls Passage East, East to Cretin Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including bituminous streets, street lights, and all appropriate street signage and striping and Site Utilities inclusive of storm sewer.

(ix) Falls Passage West – Proposed Bohland Avenue South to Proposed Montreal Avenue Proposed Improvements: Public ROW improvements consistent with the Site Improvement Performance Agreement, including unreinforced concrete, street lights, and all appropriate street signage and striping.

“Developer Lots” has the meaning set forth in Recital A.

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

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

“Lot” means a privately-owned parcel of real property within the boundary of the Property and established according to the Plat or pursuant to any further subdivision of said Lots which creates a separate

tax parcel with a separate legal description. For purposes of this Agreement, the term “Lot” also includes each structure and improvement thereon. For avoidance of doubt, the term “Lot” includes each Developer Lot and each Weidner Lot set forth on **Exhibit A**, but excludes any Association Lot and any Lot or other property within the boundary of the Property that is owned in fee by the state of Minnesota, the City, the Authority, or other governmental unit or public body, including any public right of way, public park, or public trail.

“**Infrastructure Plans**” means those certain engineered drawings, plans, and specifications for the Public Infrastructure (including the 429 Improvement Project) to be prepared by Developer and Developer’s consultants in accordance with Legal Requirements, this Agreement and the Site Improvement Performance Agreement, and as approved by the City and the Authority.

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

“**Owner**” means the Person who is the fee simple owner of any Lot, which shall be conclusively determined as being the record fee simple owner as listed in the Recording Office, as the case may be, except and unless (i) a common interest community is established on any Lot(s) in which case the association that is incorporated pursuant to Section 515B.3-101 of the CIC Act to administer the common interest community shall, for purposes of this Agreement, be deemed to be the Owner of such Lot(s), and the owners of individual units in the common interest community shall not, for purposes of this Agreement, be deemed an Owner; and (ii) if a Contract or a Land Lease (as such terms are defined below) are recorded against title to a Lot. If a Contract is recorded against title to a Lot and so long as said Contract remains in full force and effect of record, then the vendee under said Contract shall, for purposes of this Agreement, be deemed to be the “Owner” of the Lot subject to the Contract in lieu of said fee simple owner (except for purposes of amending or modifying this Agreement, in which case both the fee simple owner and the vendee shall be deemed the “Owner”). If a Land Lease is recorded against title to a Lot and so long as said Land Lease remains in full force and effect of record, then both the fee owner and the lessee under the Land Lease shall be deemed to be the “Owner” of the Lot subject to the Land Lease. In the event of both subsection (i) and subsection (ii) apply, then subsection (i) shall control. If any of the Lots has or is deemed to have as its Owner more than one person and/or entity, then for all purposes of this Agreement, said joint or common owners shall act as and be deemed to be one. For purposes of this section a “Contract” means contract for deed or installment land sales contract and “Land Lease” means only a lease which covers all of one or more of the Lots having an initial term plus renewal rights collectively of not less than 20 years; and permitting the lessee to construct buildings and/or other improvements upon the leased property.

“**Person**” means a natural person, partnership, limited liability company, trust, estate, association, corporation, government, custodian, nominee, or any other individual or entity, in its own or any representative capacity.

“**Plat**” means that certain plat of record in the Recording Office and known as the Ford subdivision and attached as Exhibit B to the Redevelopment Agreement.

“**Property**” has the meaning set forth in **Recital A**.

“**Public ROW**” means the publicly dedicated rights-of-way includes all improvements and infrastructure within the allocated rights-of-way, including roads, street striping and marking, traffic calming devices, curb and gutter, boulevards, sidewalks, trails, traffic signals and control systems, street lighting, traffic and street/trail signage, street furniture, and trees and landscaping, each to the extent identified, depicted, and specified in the Plat and applicable Infrastructure Plans.

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

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

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

“Weidner” has the meaning set forth in the introductory paragraph of this Agreement.

“Weidner Lots” has the meaning set forth in Recital A.

“Weidner Joinder” has the meaning set forth in Section 4.2.

## **Article 2.** **Petition, Consent, and Waiver**

2.1 Petition. As the Owners of the Developer Lots and Weidner Lots, respectively, Developer and Weidner hereby petition the City, pursuant to Chapter 429, to cause the Assessment Amount to be specially assessed against the Lots in accordance with this Agreement. In accordance with Section 429.031, subdivision 3 of Chapter 429, the City acknowledges that Developer is contracting for the construction of the 429 Improvement Project and the City has reviewed and approved the Current Plans (and will approve the applicable final Infrastructure Plans in accordance with the Site Improvement Performance Agreement) and the Cost Estimate attached to this petition as **Exhibits B** and **Exhibit C**, respectively. The construction cost financed under Section 429.091 shall not exceed the amount of the Cost Estimate set forth on **Exhibit C**. Developer and Weidner hereby acknowledge and agree that neither party may request abandonment of completion of the improvement at any time. Accordingly, the City hereby approves the foregoing petition for Special Assessments.

2.2 Consent. Developer and Weidner hereby consent to the imposition of the Special Assessments, in accordance with Section 429.061 of Chapter 429, to be levied against the Developer Lots and Weidner Lots equal to the Assessment Amount in accordance with this Agreement. Developer and Weidner expressly approves the Special Assessments and agree that the dollar value of the benefit accruing to each of the Developer Lots and Weidner Lots from the 429 Improvement Project equals or exceeds the amount of the Special Assessment allocated to each such Lot in accordance with this Agreement.

2.3 Waiver. Developer and Weidner understand that each party is entitled to a public hearing to consider the 429 Improvement Project, and a public hearing to confirm the assessment rate, pursuant to Chapter 429. Developer and Weidner hereby waive such hearings and appeal rights, and also hereby waive any and all other procedural and substantive objections to the Special Assessments, whether provided by Chapter 429, City ordinances, City charter, or any other statute, ordinance or law, including but not limited to: (a) notice and public hearing requirements; (b) claims that any Lot or any part thereof does not receive a benefit from the Public Improvements equal to or greater than the dollar amount of the Special Assessments allocated to such Lot; (b) claims that the Special Assessments are not uniform upon the same classes of property; and (d) any rights to an appeal from the Special Assessments, or any other appeal rights available under Chapter 429, City ordinances, City charter, or any other statute, ordinance or law.

Notwithstanding the foregoing, Developer's and Weidner's respective waivers contained herein shall not extend to any assessments levied in excess of the actual costs of the 429 Improvement Project set forth in the Current Plans and subsequent Infrastructure Plans.

2.4 Payment of 429 Improvement Project Costs. Developer and Weidner acknowledge and agree that the costs of the 429 Improvement Project shall be paid solely in accordance with Article 3 of the Redevelopment Agreement from amounts disbursed in accordance with the Disbursing Agreement and that neither the City nor the Authority shall have any obligation to pay any costs of the 429 Improvement Project except as provided therein.

### **Article 3.**

#### **Allocation of Assessment Amount; Assessment Dates; Term; Payment**

3.1 Allocation of Assessment Amount. The portion of the Assessment Amount to be allocated to, and specially assessed against, each Lot (each a "Lot Assessment") shall be the amount specified and set forth for each Lot in the assessment roll attached as **Exhibit D**, as adjusted in the final assessment roll in accordance with Section 3.2 hereof. For purposes of clarity, the sum of all Lot Assessments equals the Assessment Amount.

3.2 Assessment Date; Term; Payments, Interest. The Special Assessments levied against the Developer Lots and Weidner Lots in the amount of \$9,139,343 plus costs in accordance with City Administrative Code Section 64.04 in an amount not to exceed \$285,000 (collectively, the "Assessment Amount"), with interest thereon in accordance with City Administrative Code Section 64.04, shall be payable over a 10-year period commencing in 2022 in accordance with the final assessment schedule filed with the County; provided, however that the Special Assessments and interest due thereon may be prepaid in accordance with Section 429.061, Subd. 3 of Chapter 429. The first installment of the principal of and interest on the Assessment Amount shall be included in the tax rolls commencing in 2022. Notwithstanding anything to the contrary in Minn. Stat. Chapter 273 or any other provision authorizing a deferral of the Special Assessments, the Developer and Weidner (or their respective successors or assigns) agree to pay the amounts provided herein when due as provided herein.

3.3 Prepayment. Any Special Assessment may be paid in full at any time without penalty in accordance with Section 429.061 of Chapter 429. No transfer or Subdivision of any Lot shall trigger a requirement to pay any Special Assessments in full or in part in excess of any installments thereof then due and payable.

### **Article 4.**

#### **Recording.**

4.1 Recording. Promptly following the Effective Date, Developer shall cause this Agreement to be recorded in the office of the Recording Office against all of the Developer Lots and Weidner Lots, and shall pay all costs of such recording. Any modification or amendment of this Agreement shall, promptly upon the execution thereof, be recorded by the Owner(s) of the affected Lots in the Recording Office against all affected Lots at the sole expense of the Owners(s) thereof. Developer shall promptly deliver to the City a duplicate copy of the recorded documents, including the recording data stamp, upon receipt from the Recording Office.

### **Article 5.**

#### **Future Modifications.**

5.1 Further Subdivisions.

(a) Reallocation of Special Assessments by Land Area. The parties to this Agreement acknowledge and agree that certain Lots may, from time to time, be re-platted, further subdivided and/or be subject to lot line adjustments (each a “Subdivision”). In such an event, the Lot Assessment for the Lot(s) affected by such Subdivision shall be reallocated among all the resulting Lots existing and/or created by the Subdivision within the boundary of original subdivided Lot, such that the Lot Assessment allocated to the original subdivided Lot is not reduced but is instead reallocated among the new Lots. The Lot Assessment for each resulting Lot which forms a part of the Subdivision shall be an amount equal to the product of: (i) each new Lot’s *pro rata* share (expressed as a percentage) of the total square feet of land area within the original Lot, multiplied by (ii) the Lot Assessment of the original Lot subject to the Subdivision.

For purposes of illustration, below is a hypothetical example of the methodology and calculations described above for the Subdivision of one Lot into three separate Lots based on square feet of land (i.e.,  $Y \times Z =$  reallocated share of original Lot Assessment):

			Reallocated Share of Original Minim Lot Value
<u>Original Lot Assessment</u>	<u>Square feet of land within each new Lot</u>	<u>Lot pro rata share</u>	<u>pro rata share x original Lot Assessment</u>
<b>\$1,000,000</b>	10,000 sq. ft.	23.26%	\$232,600
	25,000 sq. ft.	58.14%	\$581,400
	8,000 sq. ft.	18.60%	\$186,000
<b>TOTALS</b>	<b>43,000</b>	<b>100%</b>	<b>\$1,000,000</b>

(b) Alternative Reallocations. Notwithstanding the foregoing, nothing in this Agreement will restrict the applicable Owner(s) from requesting a different method of allocation of the Lot Assessments among the new Lots which takes into account the use, useable floor area, and other characteristics of the actual elements of Vertical Development to be constructed on the resulting Lots (e.g., the creation of a common interest community); provided, however, that any such alternative reallocation will require the City’s consent and the City’s determination, in accordance with Section 429.071, subd. 3 that such apportionment will not materially impair the City’s ability to collect the Special Assessments. For purposes of clarity, no such Subdivision and reallocation may cause a reduction in the aggregate Lot Assessment of the original subdivided Lot.

(c) Pre-Payment Not Required. No Subdivision of any Lot shall trigger a requirement to pay any Special Assessments in full.

(d) Waiver. Developer and Weidner, on behalf of themselves and future Owners hereby waive any and all rights to mailing or service of notice and rights to appeal under Section 429.071, subd. 3 in connection with any reapportionment of the Special Assessments hereunder.

**Article 6.**  
Miscellaneous Provisions.

6.1 Relation to Redevelopment Agreement. The covenants and agreements made by Developer and Weidner in this Agreement are separate from and in addition to the covenants and agreements made by Developer or Weidner in the Redevelopment Agreement and nothing contained herein shall in any way alter, diminish, or supersede the duties and obligations of Developer or Weidner under the Redevelopment Agreement or under an assignment and assumption of any such obligations as a Secondary Developer (as defined in the Redevelopment Agreement).



6.2 Successors and Assigns; Indemnification by Successor Owners. This Agreement shall burden and run with every present or future Lot and will inure to the benefit of and be binding upon the respective successors and assigns of each party to this Agreement, and upon all subsequent Owners of any Lot. Upon the transfer of fee title to any Lot by Developer, Weidner, or any of their respective successors or assigns (each a “Transferor”) to a subsequent Owner (each a “Transferee”), the Transferor shall be deemed released from this Agreement and the covenants and restrictions set forth herein with respect to such Lot; provided, however, that the restrictions set forth in Sections 2.3 and 5.1(d) (Waiver) shall continue to apply to the Transferor and shall survive such Transfer. The Transferee shall be the Owner of such Lot for all purposes hereunder with respect to such Lot. Each Owner shall comply with the terms, conditions, and restrictions of this Agreement with respect to its respective Lot, and if any such Owner violates the terms of this Agreement, such Owner shall indemnify, defend, and hold harmless the Owners of all other Lots bound by this Agreement, the City, and the Authority from and against all claims, suits, damages, penalties, assessments, taxes, judgments, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements to the extent caused by such Owner’s violation of this Agreement.

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

If to the City:	City of Saint Paul (PED) City Hall Annex 25 West 4th Street, Suite 1300 Saint Paul, MN 55102 Attn: Director of Planning and Economic Development
With a copy to:	City of Saint Paul (OFS) 700 City Hall and Courthouse 15 Kellogg Boulevard West Saint Paul, MN 55102 Attn: Finance Director
With a copy to:	Office of the City Attorney (CAO) 400 City Hall 15 West Kellogg Boulevard Saint Paul, MN 55102 Attn: City Attorney
If to Developer:	c/o Ryan Companies US, Inc. 533 South Third Street, Suite 100 Minneapolis, MN 55415

Attn: Tony Barranco  
Email: tony.barranco@ryancompanies.com

With a copy to: c/o Ryan Companies US, Inc.  
533 South Third Street, Suite 100  
Minneapolis, MN 55415  
Attn: Audra Williams  
Email: audra.williams@ryancompanies.com

Dorsey & Whitney LLP  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402  
Attn: Jay R. Lindgren  
Email: lindgren.jay@dorsey.com

If to Weidner: MN Ford Site Apartment Land LLC  
9757 NE Juanita Drive, Suite 300  
Kirkland, WA 98034  
Attn: Kevin Colard

With a copy to: Stoel Rives LLP  
600 University St., Suite 3600  
Seattle, WA 98101  
Attn: John S. Santa Lucia

If to any other Owner: The address of record for real property tax  
assessment notices with respect to the Lot(s)  
owned by such Owner.

6.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

6.5 No Waiver. No action or inaction by any party to this Agreement shall be deemed to constitute a waiver of any right under this Agreement, except a writing expressly waiving a right. No waiver of a particular breach shall be deemed to constitute a waiver of any subsequent breach.

6.6 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. The Developer, Weidner and each Owner hereby consent to personal jurisdiction and venue in the foregoing court. The Developer, Weidner and each Owner hereby waive trial by jury for any litigation arising out of this Agreement.

6.7 Construction of Terms. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine, or neuter genders shall include each other. Wherever the word "including" or any variation thereof is used herein, it shall mean "including,

without limitation” and shall be construed as a term of illustration, not a term of limitation. Whenever any reference is made to a party or person hereunder, such reference shall include that party's or person's successors and permitted assigns.

6.8 Calculation of Time. Unless otherwise stated, all references to “day” or “days” herein shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

6.9 Superseding Effect. Except for the terms and conditions of the Redevelopment Agreement, this Agreement reflects the entire agreement of the parties with respect to the matters addressed herein, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to such matters.

6.10 Amendments, Changes, and Modifications. This Agreement may not be amended or any of its terms modified except by written amendment authorized and executed by the City and the Owner(s) of the affected Lot(s). Any amendments, changes or modifications requiring City Council approval pursuant to Chapter 429 or other applicable law will not be deemed effective until such approval has been granted. Any amendment hereto shall be recorded in accordance with Section 4.1 hereof.

6.11 Further Assurances. The City, Developer, Weidner or other Owner shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or any Lot, or for carrying out the expressed intention of this Agreement.

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

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

APPROVED AS TO FORM

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

PROJECT PAUL, LLC,  
a Delaware limited liability company

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

MN FORD SITE APARTMENT LAND LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of MN Ford Site Apartment Land LLC, a Delaware  
limited liability company, on behalf of the limited liability company.

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

**Exhibit A**

**Legal Description of the Property**

**Developer Lots**

Lot 1, Block 1;

Lot 1 and Lot 2, Block 2;

Lot 1 and Lot 2, Block 3;

Lot 1, Block 4;

Lot 1, Block 5;

Lot 1, Block 6;

Lot 1, Block 7;

Lot 1 and Lot 2, Block 8;

Lot 1 and Lot 2, Block 9;

Lot 1, Block 10;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

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

Weidner Lots

Lot 1, Block 11;

Lot 1, Block 12;

Lot 1, Block 16;

Lot 1, Block 17;

Lot 1, Block 18;

Lot 1, Block 22;

Lot 1, Block 23;

Lot 1, Block 24;

Lot 1, Block 28; and

Lot 1, Block 29;

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



**Exhibit B**

Current Plans

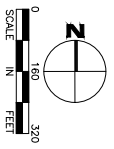
[See attached.]

### Exhibit B - Current Plans



2021 Complete Streets █  
 2021 Complete Sidewalks & Boulevards █

LEGEND	
<span style="color: red;">█</span>	PROPOSED
<span style="color: green;">█</span>	PROPOSED
	PROPERTY BOUNDARY
	CURB
	EASEMENT LINE
	EASEMENT AREA
	BITUMINOUS - TRAIL
	BITUMINOUS - ALLEY
	CONCRETE
	HIGH QUALITY FINISH MATERIAL (PAVERS, ETC.)
	NORMAL WATER LEVEL
	HIGH WATER LEVEL
	PERMANENT POOL PONDING
	FILTRATION MEDIA
	RETAINING WALL
	BEDROCK WALL



## Exhibit C

### Cost Estimate

#### Exhibit C - Cost Estimate

	<b>Developer Pay-go Note</b>		
	<b>for 429 Project</b>	<b>429 Assessments</b>	
<b>429 Assessment - Phase 1 Streets</b>			
Streets: Paving/Curb & Gutter	\$ 1,000,000	\$ 2,231,186	
Streets: Traffic Signals/Street Lighting	1,000,000	1,250,778	
Street: Trees	-	180,015	
Bridges: Vehicle & Pedestrian	660,657	1,250,646	
Sidewalks	-	935,310	
Streets: Landscaping/Site Furnishings	-	466,077	
<b>429 Assessment - Phase 1 Streets Total</b>	<b>\$ 2,660,657</b>	<b>\$ 6,314,012</b>	
<b>429 Assessment - Partial Phase 1 Utilities</b>			
Site Utilities: Sanitary	-	1,800,858	
Site Utilities: Storm (Excluding Central Stormwater)	-	1,024,473	
<b>429 Assessment - Partial Phase 1 Utilities Total</b>	<b>\$ -</b>	<b>\$ 2,825,331</b>	
<b>429 Assessment - Phase 1 Streets and Partial Utilities</b>	<b>\$ 2,660,657</b>	<b>\$ 9,139,343</b>	<b>\$ 11,800,000</b>

## Exhibit D

### Lot Assessments

Total 429 Assessments		9,424,343	
Block/ Lot	LF of Roadway	% of LF of Roadway	429 Allocation by LF of Roadway
1/1	1,073	2.50%	235,345
2/1 (a-b)	1,211	2.82%	265,613
2/2 (a-b)	777	1.81%	170,423
3/1 (a-b)	788	1.83%	172,835
3/2	416	0.97%	91,243
5/1	501	1.17%	109,886
6/1	1,497	3.48%	328,343
7/1	833	1.94%	182,705
8/1 (a-e)	936	2.18%	205,297
8/2 (a-b)	607	1.41%	133,136
9/1	445	1.04%	97,604
9/2 (a-c)	985	2.29%	216,044
10/1 (a-d)	1,112	2.59%	243,899
11/1	1,246	2.90%	273,290
12/1	1,240	2.89%	271,974
13/1	1,216	2.83%	266,710
14/1 (a-e)	801	1.86%	175,687
14/2 (a-b)	612	1.42%	134,232
15/1 (a-d)	1,163	2.71%	255,085
16/1	1,237	2.88%	271,316
17/1	1,223	2.85%	268,245
18/1	1,200	2.79%	263,201
19/1 (a-e)	635	1.48%	139,277
19/2 (a-b)	573	1.33%	125,678
20/1 (a-d)	1,150	2.68%	252,234
21/1 (a-d)	1,117	2.60%	244,996
22/1	1,295	3.01%	284,038
23/1	1,310	3.05%	287,328
24/1	1,286	2.99%	282,064
25/1 (a-e)	612	1.42%	134,232
25/2 (a-b)	577	1.34%	126,556
26/1 (a-d)	1,154	2.69%	253,111
27/1 (a-d)	1,158	2.70%	253,989
28/1	1,196	2.78%	262,323
29/1	1,819	4.23%	398,969
30/1	990	2.30%	217,141
31/1 (a-e)	649	1.51%	142,348
31/2 (a-b)	617	1.44%	135,329
32/1 (a-d)	1,218	2.83%	267,149
33/1	691	1.61%	151,560
34/1	581	1.35%	127,433
35/1 (a-j)	962	2.24%	210,999
35/2 (a-b)	613	1.43%	134,452
36/1 (a-d)	1,210	2.82%	265,394
4/1	436	1.01%	95,630
<b>Total</b>	<b>42,968</b>	<b>100.00%</b>	<b>9,424,343</b>

## Exhibit V

### Form of Minimum Assessment Agreement

#### **Minimum Assessment Agreement** (Ford Site)

This Minimum Assessment Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2019 (the “Effective Date”) by and among the CITY OF SAINT PAUL, MINNESOTA (the “City”), the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA (the “Authority”), PROJECT PAUL, LLC, a Delaware limited liability company, its successors and/or assigns (“Developer”), and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company, its successors and/or assigns (“Weidner”), and is certified by the County Assessor for Ramsey County, Minnesota (the “Assessor”).

#### Recitals:

A. Pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended by Laws of Minnesota 2017, 1st Spec. Sess. chapter 1, article 6, section 22, and as further amended from time to time, as applicable (the “TIF Act”), the Authority and the City established the Ford Site Redevelopment Tax Increment Financing District (the “Redevelopment TIF District”) pursuant to Authority Resolution No. RES 16-548 and City Council Resolution No. RES PH 16-85, which such Redevelopment TIF District encompasses, among other real property, that certain approximately 122 acre parcel commonly known as the Ford Redevelopment Site located at 966 Mississippi River Boulevard, Saint Paul, Ramsey County, Minnesota (former PID: 172823130002) (the “Property”), which such Property is legally described on the attached **Exhibit A** and consists of, and is currently subdivided into, platted Lots and Blocks within the Ford Subdivision.

B. Developer is the current fee owner of the Lots listed on **Exhibit A** as the “Developer Lots”.

C. Weidner is the current fee owner of the Lots listed on **Exhibit A** as the “Weidner Lots”, and is a party to this Agreement in its capacity as the Owner of the Weidner Lots.

D. The City, the Authority, and Developer are parties to that certain Redevelopment Agreement dated December \_\_\_, 2019 (the “Redevelopment Agreement”), which contemplates that Developer will improve the Property with certain public roads, public trails, public parks, stormwater facilities, and other public utility and infrastructure improvements in accordance with the Legal Requirements and the terms and conditions of the Redevelopment Agreement (collectively, the “Public Infrastructure”).

E. The Public Infrastructure is intended to result in creating development-ready land parcels on which Secondary Developers will develop and construct certain privately owned and maintained vertical improvements on each Lot (collectively, the “Vertical Development”, together with the Public Infrastructure, collectively, the “Improvements”) pursuant to different plans for each individual Lot, which, when taken together, will consist of an integrated, mixed-use project on the Property (collectively, the “Project”).

F. In connection with Developer’s construction and development of the Public Infrastructure the Authority and City have agreed to provide certain forms of public assistance to Developer in accordance

with the terms and conditions of the Redevelopment Agreement, including, without limitation, certain tax increment financing assistance pursuant to the TIF Act.

G. Pursuant to Minnesota Statutes, Section 469.177, subdivision 8, the City, the Authority, and Developer wish to establish certain minimum estimated market values for each Lot, together with associated Improvements for each respective Lot as the same may exist from time to time, on the terms and conditions set forth herein.

H. Developer, Authority, and the Assessor have reviewed certain plans and specifications for the Improvements.

I. Developer and Authority request that the Assessor provide a certification substantially in the form attached as **Exhibit C**.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants, and agreements made by each to the other, do hereby agree as follows:

**Article 1.**  
**Recitals; Exhibits; Definitions**

1.1 **Recitals**. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

1.2 **Exhibits**. All Exhibits referred to in and attached to this Agreement upon execution, or thereafter attached or thereafter amended by mutual written agreement, are incorporated in and form a part of this Agreement as if fully set forth herein.

1.3 **Definitions**. The following terms have the following definitions.

“**Affordable Housing Element**” means an element of Vertical Development, which, by the terms of the Master Plan and the Redevelopment Agreement, are anticipated to be entirely dedicated to rent-restricted, affordable housing dwelling units.

“**Affordable Housing Lot**” has the meaning set forth in **Section 5.1(a)**.

“**Aggregate Taxable Market Value**” has the meaning set forth in **Section 2.3(b)**.

“**Block**” means a block within the boundary of the Property, according to the Final Plat, consisting of one or more Lots, or any further subdivision of said blocks which creates a new Lot and/or a new block of one or more Lots. For purposes of clarity, a Block comprised of a single Lot may be referred to herein as a “Lot.”

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which the commercial banks in the City are authorized or obligated by applicable law or executive order to be closed.

“**City TIF Bonds**” means those certain tax increment revenue bonds to be issued pursuant to the TIF Act and to be payable from certain tax increment generated from the Redevelopment TIF District.

“**Housing TIF District**” has the meaning set forth in **Section 5.1 (a)**.

“**Improvements**” has the meaning set forth in **Recital D**.

“Lot” means a parcel of real property that is both (i) within the boundary of the Property and established according to the Final Plat or pursuant to any further subdivision of said Lots which creates a separate tax parcel with a separate legal description and (ii) within the Redevelopment TIF District. For purposes of this Agreement, the term “Lot” also includes each structure and improvement thereon.

“Market Rate Lot” has the meaning set forth in Section 5.1 (a).

“Master Plan” means the “Ford Site Zoning and Public Realm Master Plan” adopted by the City pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54.

“Minimum Aggregate Taxable Market Value” has the meaning set forth in Section 2.3(b).

“Minimum Lot Value” has the meaning set forth in Section 2.2.

“Owner” means the Person who is the fee simple owner of any Lot, which shall be conclusively determined as being the record fee simple owner as listed in the Recording Office, as the case may be, except and unless (i) a common interest community is established on any Lot(s) in which case the association that is incorporated pursuant to Section 515B.3-101 of the CIC Act to administer the common interest community shall, for purposes of this Agreement, be deemed to be the Owner of such Lot(s), and the owners of individual units in the common interest community shall not, for purposes of this Agreement, be deemed an Owner; and (ii) if a Contract or a Land Lease (as such terms are defined below) are recorded against title to a Lot. If a Contract is recorded against title to a Lot and so long as said Contract remains in full force and effect of record, then the vendee under said Contract shall, for purposes of this Agreement, be deemed to be the “Owner” of the Lot subject to the Contract in lieu of said fee simple owner (except for purposes of amending or modifying this Agreement, in which case both the fee simple owner and the vendee shall be deemed the “Owner”). If a Land Lease is recorded against title to a Lot and so long as said Land Lease remains in full force and effect of record, then both the fee owner and the lessee under the Land Lease shall be deemed to be the “Owner” of the Lot subject to the Land Lease. In the event of both subsection (i) and subsection (ii) apply, then subsection (i) shall control. If any of the Lots has or is deemed to have as its Owner more than one person and/or entity, then for all purposes of this Agreement, said joint or common owners shall act as and be deemed to be one. For purposes of this section a “Contract” means contract for deed or installment land sales contract and “Land Lease” means only a lease which covers all of one or more of the Lots having an initial term plus renewal rights collectively of not less than 20 years; and permitting the lessee to construct buildings and/or other improvements upon the leased property.

“Person” means a natural person, partnership, limited liability company, trust, estate, association, corporation, government, custodian, nominee, or any other individual or entity, in its own or any representative capacity.

“Project” has the meaning set forth in Recital D.

“Property” has the meaning set forth in Recital A.

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

“Redevelopment TIF District” has the meaning set forth in Recital A.

“Release Amendment” has the meaning set forth in Section 5.1(c).

“Secondary Developer” means any Owner of a Lot (or the contract purchaser of such Lot from the current Owner) who undertakes the development and construction of an element of Vertical Development. For avoidance of any doubt, Developer, or any Person affiliated with Developer, may be a Secondary Developer.

“Split Record” has the meaning set forth in Section 2.2(b).

“Subdivision” has the meaning set forth in Section 5.2(a).

“Subdivision Amendment” has the meaning set forth in Section 5.2(b).

“Tax Year” means, during the Term of this Agreement, the year in which property tax is assessed for payment in the following year.

“Taxable Market Value” has the meaning set forth in Section 2.1.

“TIF Act” has the meaning set forth in Recital A.

“Vertical Development” has the meaning set forth in Recital D.

“Weidner” has the meaning set forth in Recital C.

“Weidner Lots” has the meaning set forth in Recital C.

## **Article 2.**

### **Minimum Assessment Values**

2.1 Annual Determination of Taxable Market Values. Each Tax Year, the Assessor shall determine for property tax purposes the estimated market value of each Lot in accordance with Minnesota Statutes, Section 273.11, and such value (the “Taxable Market Value”), subject to Sections 2.2 and 2.3, will be the Lot’s taxable market value for property tax purposes for the applicable Tax Year.

#### 2.2 Minimum Lot Values.

(a) Application of Minimum Lot Values. Except as provided in Section 2.3, for each Tax Year the Taxable Market Value assigned by the Assessor for each Lot shall not be less than the minimum market value for each Lot as specified and set forth in the table on **Exhibit B-1** for such Tax Year (each a “Minimum Lot Value”). For purposes of clarity, the applicable Taxable Market Value will always apply to a particular Lot during the Term unless that value is less than the Minimum Lot Value for such Lot set forth in **Exhibit B-1**, in which case the Minimum Lot Value for such Lot will apply.

(b) Acknowledgment of Lots Consisting of Split Records. As described in **Exhibit B-1**, certain Lots are to be improved with a mix of uses which may have two or more different tax classifications within the same tax parcel (a “Split Record”). The Minimum Lot Value for each Lot with a Split Record is the sum of the valuations for each use classification applicable to such Lot as shown on **Exhibit B-1**, such that the Lot’s net tax capacity will be determined by multiplying such separate valuations by the applicable class rate for each use classification on the Lot.

2.3 Limited Exception for a Tax Year Exceeding the Minimum Aggregate Taxable Market Value.



(a) Exception Criteria. If, for any Tax Year, the Aggregate Taxable Market Value (as defined below) is greater than the Minimum Aggregate Taxable Market Value (as defined below) for such Tax Year, then each Lot will be assessed for property tax purposes on the basis of its applicable Taxable Market Value and the applicable Minimum Lot Values as set forth on Exhibit B-1 will not apply. For purposes of clarity, if, for any Tax Year, the Aggregate Taxable Market Value is equal to or less than the Minimum Aggregate Taxable Market Value for such Tax Year, then each Lot will be assessed for property tax purposes as set forth in Section 2.2.

(b) Definition of Terms. For purposes of this Agreement, the term “Minimum Aggregate Taxable Market Value” means the specific dollar amount set forth in the table on Exhibit B-2 for the applicable Tax Year and term “Aggregate Taxable Market Value” means the sum of the Taxable Market Values for each Lot that is subject to this Agreement for the applicable Tax Year.

2.4 Taxable Market Values May Exceed Minimum Lot Values. For clarity, nothing in this Agreement shall prevent or limit the Assessor, in any Tax Year, from assigning a Taxable Market Value to any particular Lot that is greater than the Minimum Lot Value for such Lot as set forth in the table on Exhibit B-1.

2.5 Waiver of Contest. During the Term, no reduction of the Taxable Market Value for any Lot shall be sought by Developer or any Owner or granted by any public official or court which would cause the Taxable Market Value of the Lot to be below the then-applicable Minimum Lot Value set forth on Exhibit B-1. Developer acknowledges and agrees that the Property and the Project are subject to *ad valorem* property taxation and that such property taxes constitute taxes on “real property” (as provided in Section 469.174, subdivision 7(d) of the TIF Act) and, to the extent reflecting net tax capacity rates of taxing jurisdictions levied against the captured net tax capacity of the Redevelopment TIF District, tax increment.

### **Article 3.**

#### **Term; Termination.**

The term of this Agreement (the “Term”) shall commence January 2, 20[\_\_\_] with respect to property tax payable in 20[\_\_\_] and continue in full force and effect until the earlier of (a) the date the Redevelopment TIF District is fully decertified, defeased, and terminated in accordance with its terms; or (b) the date of full and final payment of the City TIF Bonds. Upon the earlier of such dates, this Agreement shall automatically terminate and the Lots and associated Improvements for property tax purposes shall be based on the then-assessed Taxable Market Value of the same. Following the expiration of the Term, promptly following the request of any Owner, the City and Authority shall duly execute and deliver a termination of this Agreement applicable to each Lot which has not previously been released from this Agreement. Any such requesting Owner may, at its sole cost, record such release in the Recording Office against the applicable Lot(s).

### **Article 4.**

#### **Certification and Recording.**

4.1 Assessor Certification. Developer shall present this Agreement to the Assessor and request the Assessor to execute a certification in substantially the form attached as Exhibit C (each an “Assessor’s Certification”) with respect to this Agreement. Developer, and each Owner, shall provide to the Assessor all information relating to the applicable portion of the Property, applicable Improvements, and the Project requested by the Assessor for the purposes of discharging the Assessor’s duties with respect to each Assessor’s Certification. With respect to any Subdivision Amendment, the then-current Owner(s) of the

applicable Lots shall present this Agreement and such Subdivision Amendment to the Assessor and request the Assessor to execute an updated Assessor's Certification and provide the Assessor such additional information relating to the applicable Subdivision Amendment requested by the Assessor for the purposes of discharging the Assessor's duties with respect to such updated Assessor's Certification. The Assessor's execution of the Assessor's Certificate is a condition precedent to the effectiveness of the rights and obligation of the other parties to this Agreement.

4.2 Recording. Promptly following the Effective Date and, as applicable thereafter, Developer shall cause this Agreement, the Assessor Certification, and a copy of Minnesota Statutes, Section 469.177, subdivision 8, to be recorded in the office of the Recording Office against all of the Lots, and shall pay all costs of such recording. Developer shall promptly deliver to the City and Authority a duplicate copy of the recorded documents, including the recording data stamp, upon receipt from the Recording Office.

## **Article 5.** Future Modifications.

### 5.1 Release of Affordable Housing Blocks.

(a) Affordable Housing Elements. The parties to this Agreement acknowledge and agree that certain Lots will be developed with Affordable Housing Elements, and that the applicable Secondary Developers of such Lots may request that the City and Authority establish one or more new affordable housing TIF districts pursuant to the TIF Act (each a "Housing TIF District") to assist with gap financing for Affordable Housing Elements. The parties to this Agreement further contemplate that any such individual Housing TIF Districts will include the Lot upon which the Affordable Housing Elements are proposed to be developed (each an "Affordable Housing Lot"), as well as one or more contiguous or non-contiguous Lots containing one or more proposed market rate housing, mixed-use, or commercial elements of Vertical Development (each a "Market Rate Lot").

(b) Minimum Assessment Agreements for Requested Housing TIF Districts. As a prerequisite to the establishment of each requested Housing TIF District, the Owners of the Affordable Housing Lot and the City- and Authority-selected Market Rate Lot(s) within such proposed Housing TIF District must execute and deliver to the City and Authority a new minimum assessment agreement substantially in the form attached as **Exhibit D**, which agreement shall include mandatory minimum market values for purposes of property tax assessment as set forth on **Exhibit E** for each applicable Lot.

(c) Release From This Agreement. Upon (i) the establishment of an individual Housing TIF District, (ii) the execution and delivery of a City- and Authority-approved new minimum assessment agreement pursuant to Section 5.1(b), and (iii) the associated amendment of the Redevelopment TIF District to remove such Affordable Housing Lot and applicable Market Rate Lot(s) from the Redevelopment TIF District, the City and Authority shall release such Affordable Housing Lot and applicable Market Rate Lot(s) from this Agreement. For purposes of implementing such release, the Owner(s) of the applicable Lots, the City, and the Authority shall enter into a release of such Affordable Housing Lot and applicable Market Rate Lot(s) and amendment to this Agreement (each a "Release Amendment") in substantially the form attached as **Exhibit F**. The Owner(s) of the applicable Lots shall promptly, and at its sole cost, record such Release Amendment against the affected Lots in the Recording Office, in accordance with Section 4.2 above. For purposes of clarity, any such Release Amendment does not require the consent of Ramsey County or the applicable school district under Minnesota Statutes, Section 469.177,

subdivision 8 because the affected property will be subject to an minimum market value not less than the minimum market value originally established by this Agreement.

5.2 Further Subdivisions.

(a) Reallocation of Minimum Lot Value by Land Area. The parties to this Agreement acknowledge and agree that certain Lots may, from time to time, be re-platted, further subdivided and/or be subject to lot line adjustments (each a “Subdivision”). In such an event, the Minimum Lot Value for the Lot affected by such Subdivision shall be reallocated among all the resulting Lots existing and/or created by the Subdivision within the boundary of original subdivided Lot, such that the Minimum Lot Value of the original subdivided Lot is not reduced but is instead reallocated among the new Lots. The Minimum Lot Value for each resulting Lot which forms a part of the Subdivision shall be an amount equal to the product of: (i) each new Lot’s *pro rata* share (expressed as a percentage) of the total square feet of land area within the original Lot prior to the Subdivision, multiplied by (ii) the Minimum Lot Value of the original Lot subject to the Subdivision.

For purposes of illustration, below is a hypothetical example of the methodology and calculations described above for the Subdivision of one Lot into three separate Lots based on square feet of land (i.e.,  $Y \times Z =$  reallocated share of original Minimum Lot Value):

			Reallocated Share of Original Minim Lot Value
<u>Original Minimum Lot Value</u>	<u>Square feet of land within each new Lot</u>	<u>Lot pro rata share</u>	<u>pro rata share x original Minimum Lot Value</u>
<b>\$1,000,000</b>	10,000 sq. ft.	23.26%	\$232,600
	25,000 sq. ft.	58.14%	\$581,400
	8,000 sq. ft.	18.60%	\$186,000
<b>TOTALS</b>	<b>43,000</b>	<b>100%</b>	<b>\$1,000,000</b>

(b) Alternative Reallocations. Notwithstanding the foregoing, nothing in this Agreement will restrict the applicable Owner(s) from requesting a different method of allocation of the Minimum Lot Value among the new Lots which takes into account the use, useable floor area, and other characteristics of the actual elements of Vertical Development to be constructed on the resulting Lots (e.g., the creation of a common interest community); provided, however, that any such alternative reallocation will require the Authority and the Assessor’s consent. For purposes of clarity, no such Subdivision and reallocation may cause a reduction in the aggregate Minimum Lot Value of the original subdivided Lot.

(c) Subdivisions Affecting Split Records. For any Subdivision affecting a Lot with a Split Record, the reallocated Minimum Lot Value must take into account the use classifications within the original Split Record such that the aggregate tax capacity of the new Lots (including any new Split Records) is equal to or greater than the aggregate tax capacity of the original Lot.

(d) Subdivision Amendment. As a condition to the City’s regulatory approval of any Subdivision, the Owner(s) of the applicable Lot(s) shall prepare for City and Authority review and approval a draft amendment to this Agreement (each a “Subdivision Amendment”) in substantially the form attached as **Exhibit G**, including a revised table of Minimum Lot Values to be incorporated as an amendment to **Exhibit B-1** for such affected Lots, and reflecting such

reallocation of Minimum Lot Values, which, upon receipt of the Assessor’s written commitment to execute an Assessor’s Certification, shall be executed by the Owner, City and Authority and constitute an amendment to this Agreement with respect to the affected Lots. Promptly following such City approval of a Subdivision, (i) the Owner(s) of the applicable Lot(s) shall present such executed Subdivision Amendment to the Assessor and request the Assessor to execute an Assessor’s Certification with respect to such Subdivision Amendment in accordance with Section 4.1 above and (ii) upon receipt of such Assessor’s Certification, such Owner shall promptly, and at its sole cost, record such Subdivision Amendment against the affected Lots in the Recording Office in the same manner as described in Section 4.2 above. For purposes of clarity, any such Subdivision Amendment does not require the consent of Ramsey County or the applicable school district under Minnesota Statutes, Section 469.177, subdivision 8 because the affected property will be subject to an aggregate minimum market value not less than the minimum market value originally established by this Agreement.

**Article 6.**

Miscellaneous Provisions.

6.1 Relation to Redevelopment Agreement. The covenants and agreements made by Developer in this Agreement are separate from and in addition to the covenants and agreements made by Developer in the Redevelopment Agreement and nothing contained herein shall in any way alter, diminish, or supersede the duties and obligations of Developer under the Redevelopment Agreement.

6.2 Successors and Assigns; Indemnification by Successor Owners. This Agreement shall burden and run with every present or future Lot and will inure to the benefit of and be binding upon the respective successors and assigns of each of the parties to this Agreement, and upon all subsequent Owners of any Lot. Upon the transfer of fee title to any Lot by any Owner (including Developer and Wiedner) or any of its successor or assigns (each a “Transferor”) to a subsequent Owner (each a “Transferee”), the Transferor shall be deemed released from this Agreement and the covenants and restrictions set forth herein with respect to such Lot; provided, however, that the restrictions set forth in Section 2.5 shall continue to apply to the Transferor. The Transferee shall be the Owner of such Lot for all purposes hereunder with respect to such Lot. Each Owner shall comply with the terms, conditions, and restrictions of this Agreement with respect to its respective Lot, and if any such Owner violates the terms of this Agreement, such Owner shall indemnify, defend, and hold harmless the Owners of all other Lots bound by this Agreement, the City, and the Authority from all claims, suits, damages, penalties, assessments, taxes, judgments, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements to the extent caused by such owner’s violation of this Agreement.

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

If to the City:	City of Saint Paul (PED) City Hall Annex
-----------------	---

25 West 4th Street, Suite 1300  
Saint Paul, MN 55102  
Attn: Director of Planning and  
Economic Development

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

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

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

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

If to Developer: c/o Ryan Companies US, Inc.  
533 South Third Street, Suite 100  
Minneapolis, MN 55415  
Attn: Tony Barranco

With a copy to: c/o Ryan Companies US, Inc.  
533 South Third Street, Suite 100  
Minneapolis, MN 55415  
Attn: Audra Williams

Dorsey & Whitney LLP  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402  
Attn: Jay R. Lindgren

If to any other Owner: The address of record for real property tax  
assessment notices with respect to the Lot(s)  
owned by such Owner.

6.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this

Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

6.5 No Waiver. No action or inaction by either of the parties to this Agreement shall be deemed to constitute a waiver of any right under this Agreement, except a writing expressly waiving a right. No waiver of a particular breach shall be deemed to constitute a waiver of any subsequent breach.

6.6 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. Developer and each Owner hereby consent to personal jurisdiction and venue in the foregoing court. Developer and each Owner hereby waive trial by jury for any litigation arising out of this Agreement.

6.7 Construction of Terms. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine, or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Whenever any reference is made to a party or person hereunder, such reference shall include that party's or person's successors and permitted assigns.

6.8 Calculation of Time. Unless otherwise stated, all references to “day” or “days” herein shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

6.9 Superseding Effect. With the exception of the Redevelopment Agreement, this Agreement reflects the entire agreement of the parties with respect to the matters addressed herein, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to such matters.

6.10 Amendments, Changes, and Modifications. This Agreement may not be amended or any of its terms modified except by written amendment authorized and executed by the Authority, the City, Developer, and the Owner(s) of the affected Lot(s), and otherwise in compliance with Section 469.177, subdivision 8, of the TIF Act. Any amendments, changes or modifications requiring City Council approval pursuant to Minn. Stat. § 469.177, Subd. 8 or other applicable law will not be deemed effective until such approval has been granted.

6.11 Further Assurances. The Authority, the City, Developer, and each Owner shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Project, or for carrying out the expressed intention of this Agreement.

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

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

APPROVED AS TO FORM

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

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

By: \_\_\_\_\_  
Its Chair or Commissioner

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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



PROJECT PAUL, LLC,  
a Delaware limited liability company

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

MN FORD SITE APARTMENT LAND LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, the \_\_\_\_\_ of MN Ford Site Apartment Land LLC, a Delaware  
limited liability company, on behalf of the limited liability company.

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

**Exhibit A**

**Legal Description of the Property**

**Developer Lots:**

Lot 1, Block 1;

Lot 1 and Lot 2, Block 2;

Lot 1 and Lot 2, Block 3;

Lot 1, Block 5;

Lot 1, Block 6;

Lot 1, Block 7;

Lot 1 and Lot 2, Block 8;

Lot 1 and Lot 2, Block 9;

Lot 1, Block 10;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

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

Weidner Lots:

Lot 1, Block 11;

Lot 1, Block 12;

Lot 1, Block 16;

Lot 1, Block 17;

Lot 1, Block 18;

Lot 1, Block 22;

Lot 1, Block 23;

Lot 1, Block 24;

Lot 1, Block 28; and

Lot 1, Block 29;

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

**Exhibit B-1**

**Minimum Lot Values**

[See attached.]



**Exhibit B-2**

**Minimum Aggregate Taxable Market Value**  
**By Tax Year\***

<b>Tax Year*</b>	<b>Minimum Aggregate Market Value for TIF District</b>
2021	\$60,000,000
2022	\$179,395,071
2023	\$352,594,825
2024	\$423,016,260
2025	\$498,930,130
2026	\$621,857,143
2027	\$698,321,143
2028	\$733,332,173
2029	\$770,704,673
2030	\$811,213,879
2031	\$850,386,379
2032	\$850,386,379
2033	\$850,386,379
2034	\$850,386,379
2035	\$850,386,379
2036	\$850,386,379
2037	\$850,386,379
2038	\$850,386,379
2039	\$850,386,379
2040	\$850,386,379
2041	\$850,386,379
2042	\$850,386,379
2043	\$850,386,379
2044	\$850,386,379
2045	\$850,386,379
2046	\$850,517,641

\*Assessment Year, for taxes payable in the following year

**Exhibit C**

Form of Assessor's Certificate

The undersigned, being the duly qualified and acting assessor of Ramsey County, Minnesota, hereby certifies that.

1. I am the assessor responsible for the assessment of the Property described in the foregoing Minimum Assessment Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, as amended by \_\_\_\_\_ (collectively, the "Agreement");
2. I have read the Agreement;
3. I have received and reviewed the Plans for the Improvements agreed to be constructed on the Lots pursuant to the Redevelopment Agreement;
4. I have received and reviewed an estimate prepared by Developer of the cost of each Lot and the Improvements to be constructed thereon;
5. I have reviewed the market value previously assigned to the Property, and the minimum assessed values to be assigned to the Lots and/or Improvements by the Agreement is a reasonable estimate; and
6. I hereby certify that the market value assigned to the Lots and/or the Improvements by the Agreement is reasonable and the market value assigned to the Lots and/or the Improvements, for the assessment as of \_\_\_\_\_, 20\_\_\_\_, and continuing throughout the Term, shall be not less than the Minimum Lot Values (including Split Records) applicable to each Lot for each Tax Year as shown on **Exhibit B-1** of the Agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
County Assessor, Ramsey County, Minnesota



## Exhibit D

### Form of Housing TIF District Minimum Assessment Agreement

#### **Minimum Assessment Agreement**

This Minimum Assessment Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and among the CITY OF SAINT PAUL, MINNESOTA (the “City”), the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA (the “Authority”), \_\_\_\_\_, a \_\_\_\_\_, its successors and/or assigns (“Owner”), and certified by the County Assessor for Ramsey County, Minnesota (the “Assessor”).

#### Recitals:

A. Owner is the current fee owner of that certain property legally described as Lot \_\_\_\_, Block \_\_\_\_, FORD, according the recorded plat thereof, Ramsey County, Minnesota (the “Property”).

B. The Property is currently subject to that certain Minimum Assessment Agreement (the “Initial Agreement”) dated December \_\_\_\_, 2019, recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota (the “Recording Office”), as Document No. \_\_\_\_\_, and originally entered into by and among the City, the Authority, PROJECT PAUL, LLC, a Delaware limited liability company, and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company.

C. Section 5.1 of the Initial Agreement contemplates that certain “Lots” subject to the Initial Agreement may be developed with Affordable Housing Elements and the owner of such Lots may request that the City and Authority establish one or more new housing TIF districts each a “Housing TIF District”) pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended by Laws of Minnesota 2017, 1st Spec. Sess. chapter 1, article 6, section 22, and as further amended from time to time, as applicable (the “TIF Act”) to assist with gap financing for Affordable Housing Elements.

D. Said Section 5.1 of the Initial Agreement further contemplates that any such individual Housing TIF Districts will include the Lot upon which the Affordable Housing Element is proposed to be developed (each an “Affordable Housing Lot”), as well as one or more contiguous or non-contiguous Lots containing one or more proposed market rate housing, mixed-use, or commercial elements of Vertical Development (each a “Market Rate Lot”), and as a prerequisite to the establishment of each requested Housing TIF District, the owners of the Affordable Housing Lot and the City- and Authority-selected Market Rate Lot(s) within such proposed Housing TIF District must execute and deliver to the City and Authority a new minimum assessment agreement.

E. As of the date hereof, an Affordable Housing Element is proposed to be developed on [the Property][that certain real property legally described as Lot \_\_\_\_, Block \_\_\_\_, FORD, according the recorded plat thereof, Ramsey County, Minnesota] (the “Project”), and in connection therewith, the City and the Authority, pursuant the TIF Act, established the \_\_\_\_\_ Tax Increment Financing District (the “TIF District”) pursuant to Authority Resolution No. \_\_\_\_\_ and City Council Resolution No. \_\_\_\_\_, which such TIF District encompasses the Property.

F. In connection with the construction and development of the Project, the Authority and City have agreed to provide certain tax increment financing assistance pursuant to the TIF Act.

G. In accordance said Section 5.1 of the Initial Agreement and pursuant to Minnesota Statutes, Section 469.177, subdivision 8, the City, the Authority, and the Owner wish to establish certain minimum estimated market values for the Property, together with associated improvements thereon (“Improvements”), on the terms and conditions set forth herein.

H. Authority and the Assessor have reviewed certain plans and specifications for the Improvements.

I. Owner and Authority request that the Assessor provide a certification substantially in the form attached as **Exhibit B**.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants, and agreements made by each to the other, do hereby agree as follows:

#### **Article 7.**

##### **Recitals; Exhibits; Definitions**

7.1 **Recitals**. The foregoing Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein.

7.2 **Exhibits**. All Exhibits referred to in and attached to this Agreement upon execution, or thereafter attached or thereafter amended by mutual written agreement, are incorporated in and form a part of this Agreement as if fully set forth herein.

7.3 **Definitions**. Unless otherwise defined herein or unless context requires otherwise, undefined terms used herein shall have the meanings set forth in the Initial Agreement. All defined terms may be used in the singular or the plural, as the context requires.

#### **Article 8.**

##### **Minimum Assessment Values**

8.1 **Determination of Assessed Value**. For each year (each a “Tax Year”) during the Term in which property tax is assessed for payment in the following year, the Assessor shall determine for property tax purposes the estimated market value of the Property in accordance with Minnesota Statutes, Section 273.11, and such value (the “Taxable Market Value”), will be the Property’s taxable market value for property tax purposes for the applicable Tax Year.

8.2 **Application of Minimum Assessed Value**. For each Tax Year the Taxable Market Value assigned by the Assessor for the Property shall not be less than the minimum market value for the Property as specified and set forth in the table on **Exhibit A** for such Tax Year (each a “Minimum Assessed Value”). For purposes of clarity, the applicable Taxable Market Value will always apply to the Property during the Term unless that value is less than the Minimum Assessed Value for the Property set forth in **Exhibit A**, in which case the Minimum Assessed Value for the Property will apply.

8.3 **Assessed Value May Exceed Minimum Assessed Value**. For clarity, nothing in this Agreement shall prevent or limit the Assessor, in any Tax Year, from assigning a Taxable Market Value to the Property that is greater than the Minimum Assessed Value for the Property as set forth in the table on **Exhibit A**.

8.4 **Waiver of Contest**. During the Term, no reduction of the Taxable Market Value for the Property shall be sought by Owner or granted by any public official or court which would cause the Taxable

Market Value of the Property to be below the then-applicable Minimum Assessed Value set forth on **Exhibit B**. Owner acknowledges and agrees that the Property is subject to *ad valorem* property taxation and that such property taxes constitute taxes on “real property” (as provided in Section 469.174, subdivision 7(d) of the TIF Act) and, to the extent reflecting net tax capacity rates of taxing jurisdictions levied against the captured net tax capacity of the Redevelopment TIF District, tax increment.

#### **Article 9.**

##### **Term; Termination**

9.1 **Term.** The term of this Agreement (the “**Term**”) shall commence January 2, 20[\_\_\_] with respect to property tax payable in 20[\_\_\_] and continue in full force and effect until the date the TIF District is fully decertified, defeased, and terminated in accordance with its terms. Upon the earlier of such dates, this Agreement shall automatically terminate and the Property and associated Improvements for property tax purposes shall be based on the then-assessed Taxable Market Value of the same. Following the expiration of the Term, promptly following the request of the Owner, the City and Authority shall duly execute and deliver a termination of this Agreement. Owner may, at its sole cost, record such release in the Recording Office against the Property.

#### **Article 10.**

##### **Certification and Recording.**

10.1 **Assessor Certification.** Owner shall present this Agreement to the Assessor and request the Assessor to execute a certification in substantially the form attached as **Exhibit C** (each an “**Assessor’s Certification**”) with respect to this Agreement. Owner shall provide to the Assessor all information relating to the Property and Improvement constructed or to be construction thereon requested by the Assessor for the purposes of discharging the Assessor’s duties with respect to each Assessor’s Certification. The Assessor’s execution of the Assessor’s Certificate is a condition precedent to the effectiveness of the rights and obligation of the other parties to this Agreement.

10.2 **Recording.** Promptly following the Effective Date, Owner shall cause this Agreement, the Assessor Certification, and a copy of Minnesota Statutes, Section 469.177, subdivision 8, to be recorded in the office of the Recording Office against the Property, and shall pay all costs of such recording. Owner shall promptly deliver to the City and Authority a duplicate copy of the recorded documents, including the recording data stamp, upon receipt from the Recording Office.

#### **Article 11.**

##### **Miscellaneous Provisions**

11.1 **Successors and Assigns; Indemnification by Successor Owners.** This Agreement shall burden and run with the Property and will inure to the benefit of and be binding upon the respective successors and assigns of each of the parties to this Agreement, and upon all subsequent owners of the Property. Upon the transfer of fee title to the Property or any of its successor or assigns (each a “**Transferor**”) to a subsequent owner (each a “**Transferee**”), the Transferor shall be deemed released from this Agreement and the covenants and restrictions set forth herein; provided, however, that the restrictions set forth in **Section 2.4** shall continue to apply to the Transferor. The Transferee shall be the Owner of the Property for all purposes hereunder with respect to the Property. Transferee, as Owner, shall comply with the terms, conditions, and restrictions of this Agreement with respect to the Property, and if any owner of the Property violates the terms of this Agreement, such owner shall indemnify, defend, and hold harmless each prior and future owner of the Property, the City, and the Authority from all claims, suits, damages, penalties, assessments, taxes, judgments, costs and expenses of whatever nature, including reasonable attorneys’ fees and disbursements to the extent caused by such owner’s violation of this Agreement.

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

If to the City:	City of Saint Paul (PED) City Hall Annex 25 West 4th Street, Suite 1300 Saint Paul, MN 55102 Attn: Director of Planning and Economic Development
With a copy to:	City of Saint Paul (OFS) 700 City Hall and Courthouse 15 Kellogg Boulevard West Saint Paul, MN 55102 Attn: Finance Director
With a copy to:	Office of the City Attorney (CAO) 400 City Hall 15 West Kellogg Boulevard Saint Paul, MN 55102 Attn: City Attorney
If to the Authority:	Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (HRA) 1300 City Hall Annex 25 West Fourth Street Saint Paul, MN 55102 Attn: Executive Director
With a copy to:	Office of the City Attorney (CAO) 400 City Hall 15 West Kellogg Boulevard Saint Paul, MN 55102 Attn: HRA Attorney
If to Owner:	The address of record for real property tax assessment notices with respect to the Property.

11.1 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.2 No Waiver. No action or inaction by either of the parties to this Agreement shall be deemed to constitute a waiver of any right under this Agreement, except a writing expressly waiving a right. No waiver of a particular breach shall be deemed to constitute a waiver of any subsequent breach.

11.3 Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by, interpreted and determined in accordance with the laws of the state of Minnesota without regard to its conflict and choice of law provisions. Any litigation arising out of this Agreement shall be venued exclusively in Ramsey County District Court, Second Judicial District, state of Minnesota and shall not be removed therefrom to any other federal or state court. Owner hereby consent to personal jurisdiction and venue in the foregoing court. Owner hereby waive trial by jury for any litigation arising out of this Agreement.

11.4 Construction of Terms. As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine, or neuter genders shall include each other. Wherever the word “including” or any variation thereof is used herein, it shall mean “including, without limitation” and shall be construed as a term of illustration, not a term of limitation. Whenever any reference is made to a party or person hereunder, such reference shall include that party's or person's successors and permitted assigns.

11.5 Calculation of Time. Unless otherwise stated, all references to “day” or “days” herein shall mean calendar days. If any time period set forth in this Agreement expires on other than a Business Day, such period shall be extended to and through the next succeeding Business Day.

11.6 Superseding Effect. With the exception of the Redevelopment Agreement, this Agreement reflects the entire agreement of the parties with respect to the matters addressed herein, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to such matters.

11.7 Amendments, Changes, and Modifications. This Agreement may not be amended or any of its terms modified except by written amendment authorized and executed by the Authority, the City, and Owner, and otherwise in compliance with Section 469.177, subdivision 8, of the TIF Act. Any amendments, changes or modifications requiring City Council approval pursuant to Minn. Stat. § 469.177, Subd. 8 or other applicable law will not be deemed effective until such approval has been granted.

11.8 Further Assurances. The Authority, the City, and Owner shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Project, or for carrying out the expressed intention of this Agreement.

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

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

APPROVED AS TO FORM

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

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

By: \_\_\_\_\_  
Its Chair or Commissioner

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

OWNER

[\_\_\_\_\_]
a [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,
by \_\_\_\_\_, the \_\_\_\_\_ of [\_\_\_\_\_], a
[\_\_\_\_\_] limited liability company, on behalf of the limited liability company.

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



**Exhibit A**

Minimum Assessed Value

[In accordance with Section 5.1 of the Initial Agreement, to be the Minimum Lot Values for the Property as set forth in Exhibit E to the Initial Agreement]

**Exhibit B**

Form of Assessor's Certificate

The undersigned, being the duly qualified and acting assessor of Ramsey County, Minnesota, hereby certifies that.

7. I am the assessor responsible for the assessment of the Property described in the foregoing Minimum Assessment Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, as amended by \_\_\_\_\_ (collectively, the "Agreement");

8. I have read the Agreement;

9. I have received and reviewed the plans for the Improvements agreed to be constructed on the Property;

10. I have received and reviewed an estimate of the cost of the Property and the Improvements to be constructed thereon prepared by the Owner of the Property;

11. I have reviewed the market value previously assigned to the Property, and the minimum assessed values to be assigned to the Property and/or Improvements by the Agreement is a reasonable estimate; and

12. I hereby certify that the market value assigned to the Property and/or the Improvements by the Agreement is reasonable and the market value assigned to the Property and/or the Improvements, for the assessment as of \_\_\_\_\_, 20\_\_\_\_, and continuing throughout the Term, shall be not less than the Minimum Assessed Values applicable to the Property as provided in Section 2.2 of the Agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
County Assessor, Ramsey County, Minnesota

**Exhibit E**

Minimum Lot Values of Affordable Housing TIF District

**Minimum Per Unit Lot Values (To Be Recalculated for Actual # of Units)**

Plat Block/Lot	Proposed Split**	Proposed Split Area	Vertical Improvement	Per Unit Minimum Value	Projected Number of Units	Calc. Total Minimum Lot Value
1/1	Lot 1	1.51	Office	175	75,000	13,125,000
	Lot 2	0.78	Affordable	148,750	129	19,188,750
2/1	N/A	3.40	Mixed Use Housing	212,500	149	31,662,500
	N/A		Mixed Use Retail	170	80,000	13,600,000
2/2	N/A	2.37	Mixed Use Housing	212,500	138	29,325,000
	N/A		Mixed Use Retail	170	20,000	3,400,000
3/2	N/A	0.53	Affordable	148,750	62	9,222,500
3/1	N/A	2.65	Mixed Use Housing	216,000	200	43,200,000
	N/A		Mixed Use Retail	170	50,000	8,500,000
5/1	N/A	1.13	Office	170	111,400	18,938,000
6/1	N/A	2.30	Senior	212,500	242	51,425,000
9/1	N/A	0.58	Affordable	148,750	59	8,776,250
11/1	N/A	1.47	MF Res	212,500	170	36,125,000
12/1	Lot 2	0.92	MF Res	212,500	149	31,662,500
	Lot 1	0.51	Affordable	148,750	59	8,776,250
13/1	Lot 1	0.77	Affordable	148,750	65	9,668,750
	Lot 2	0.32	Affordable	148,750	66	9,817,500
	Lot 3	0.34	Affordable	148,750	62	9,222,500
16/1	N/A	1.49	MF Res	212,500	211	44,837,500
17/1	N/A	1.43	MF Res	212,500	192	40,800,000
18/1	N/A	1.43	MF Res	212,500	197	41,862,500
22/1	N/A	1.64	MF Res	212,500	129	27,412,500
23/1	Lot 2	1.38	MF Res	212,500	205	43,562,500
	Lot 1	0.32	Affordable	148,750	59	8,776,250
24/1	Lot 2	1.19	MF Res	212,500	159	33,787,500
	Lot 1	0.51	Affordable	148,750	55	8,181,250
28/1	N/A	1.26	MF Res	212,500	176	37,400,000
29/1	Lot 1	1.37	MF Res	212,500	173	36,762,500
	Lot 2	1.61	MF Res	212,500	219	46,537,500
33/1	Lot 1	0.99	Affordable	148,750	55	8,181,250
	Lot 2	0.76	Affordable	148,750	55	8,181,250
34/1	N/A	5.36	Office	170	100,000	17,000,000

**Exhibit F**

**Form of Release Amendment**

**Release of Minimum Assessment Agreement  
(Ford Site)**

This Release of Minimum Assessment Agreement (“Release”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF SAINT PAUL, MINNESOTA (the “City”) and the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA (the “Authority”), and \_\_\_\_\_, a \_\_\_\_\_ (“Owner”).

**Recitals:**

J. Owner is the current fee owner of that certain property legally described as Lot \_\_\_\_, Block \_\_\_\_, FORD, according to the recorded plat thereof, Ramsey County, Minnesota (the “Property”).

K. The Property is currently subject to that certain Minimum Assessment Agreement (the “Original Minimum Assessment Agreement”) dated December \_\_\_\_, 2019, recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota (the “Recording Office”), as Document No. \_\_\_\_\_, and originally entered into by and among the City, the Authority, PROJECT PAUL, LLC, a Delaware limited liability company, and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company.

L. [As of the date hereof, the Property is now subject to a housing TIF district established by the City and the Authority pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended from time to time, and in accordance with Section 5.1 of the Original Minimum Assessment Agreement, the City, the Authority, and Owner entered into that certain Minimum Assessment Agreement dated \_\_\_\_\_ which establishes certain minimum estimated market values for the Property].

OR

[As of the date hereof, the Original Minimum Assessment Agreement has expired or has been terminated].

M. Accordingly, the City, the Authority, and Owner now desire to release, terminate, and discharge the Property and Owner from the Original Minimum Assessment Agreement.

NOW, THEREFORE, the parties to this Release, in consideration of the promises, covenants, and agreements made by each to the other, do hereby agree as follows:

1. **Recitals; Definitions.** The foregoing Recitals are incorporated into this Release by this reference, including the definitions set forth therein. Capitalized terms used but not otherwise defined in this Release shall have the meanings given to such terms in the Original Minimum Assessment Agreement.

2. **Release.** The City and the Authority forever release, terminate, cancel, and discharge Owner and the Property from the Original Minimum Assessment Agreement, and all obligations of Owner thereunder are hereby terminated, released, satisfied and discharged.

3. Successors and Assigns; Indemnification by Successor Owners. This Release shall burden and run with the Property and will inure to the benefit of and be binding upon the respective successors and assigns of each of the parties to this Release, and upon all subsequent owners of the Property.

4. Superseding Effect. Except as amended hereby, the Original Minimum Assessment Agreement remains in full force and effect. To the extent there is a conflict with respect to any prior agreements of the parties, this Release supersedes said prior agreements, whether written or otherwise.

5. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

OWNER

[\_\_\_\_\_]
a [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by
\_\_\_\_\_, the \_\_\_\_\_ of [\_\_\_\_\_], a [\_\_\_\_\_]
limited liability company, on behalf of the limited liability company.

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



**Exhibit G**

**Form of Subdivision Amendment**

**Amendment to Minimum Assessment Agreement  
(Ford Site)**

This Amendment to Minimum Assessment Agreement (this "Amendment") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and among the CITY OF SAINT PAUL, MINNESOTA (the "City"), the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA (the "Authority"), and \_\_\_\_\_, a \_\_\_\_\_ ("Owner").

N. Owner is the current fee owner of the Lot legally described on the attached **Exhibit A** and referred to herein as the "Original Lot".

O. The Original Lot is currently subject to that certain Minimum Assessment Agreement (the "Minimum Assessment Agreement") dated December \_\_, 2019, recorded in the office of the Registrar of Titles in and for the Ramsey County, Minnesota (the "Recording Office"), as Document No. \_\_\_\_\_, and originally entered into by and among the City, the Authority, PROJECT PAUL, LLC, a Delaware limited liability company, and MN FORD SITE APARTMENT LAND LLC, a Delaware limited liability company.

P. The Minimum Assessment Agreement provides that certain Lots may be re-platted, subdivided or subjected to lot line adjustments (each a "Subdivision"), and in such event, the Minimum Lot Value for the Lot affected by such Subdivision shall be reallocated among all the resulting Lots existing or created by the Subdivision within the boundary of the original subdivided Lot, such that the Minimum Lot Value of the original subdivided Lot is not reduced but is instead reallocated among the new Lots.

Q. Owner desires to subdivide the Original Lot into [ # ] distinct Lots, as legally described on the attached **Exhibit A** and referred to herein each as a "New Lot" and collectively as the "New Lots".

R. In connection therewith, the City, the Authority and Owner now desire to amend the Minimum Assessment Agreement to reallocate the Minimum Lot Values as provided herein.

NOW, THEREFORE, the parties to this Amendment, in consideration of the promises, covenants, and agreements made by each to the other, do hereby agree as follows:

11.10 Recitals; Definitions. The foregoing Recitals are incorporated into this Amendment by this reference, including the definitions set forth therein. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Minimum Assessment Agreement.

11.11 Minimum Lot Values of New Lots. The Original Lot contained [ \_\_\_\_\_ ] square feet and had a Minimum Lot Value of [ \_\_\_\_\_ ]. As further provided in the Minimum Assessment Agreement, the New Lots have been created in such a manner so as to preserve the same aggregate square footage and Minimum Lot Value as the Original Lot. The reallocated Minimum Lot Values of each of the New Lots are as follows:

	<u>Square feet of land within each New Lot</u>	<u>New Lot pro rata share of Original Lot square footage</u>	<u>Minimum Lot Values of New Lots</u>
[New Lot 1]	_____ sq. ft.	___.__%	\$ _____
[New Lot 2]	_____ sq. ft.	___.__%	\$ _____
[New Lot 3]	_____ sq. ft.	___.__%	\$ _____

[If applicable, pursuant to Section 5.2 of the Minimum Assessment Agreement, replace Section 2 with alternative method of reallocation approved by the Authority and the Assessor]

11.12 Substitution of Schedule of Minimum Lot Values. The attached **Exhibit B** sets forth the new Minimum Lot Values of each Lot, incorporating the reallocation from the Original Lot to the New Lots. Effective as of the Effective Date, the attached **Exhibit B** is hereby substituted for the **Exhibit B-1** attached to the Minimum Assessment Agreement.

11.13 New Lots. From and after the Effective Date, all references to the Original Lot in the Minimum Assessment Agreement shall be deemed to include the New Lots.

11.14 Assessor Certification. Owner shall present the Minimum Assessment Agreement and this Amendment to the Assessor and request the Assessor execute an updated certification in substantially the form attached as **Exhibit C** (the “Assessor’s Certification”) with respect to this Amendment. Owner shall provide the Assessor such additional information relating to this Amendment requested by the Assessor for the purposes of discharging the Assessor’s duties with respect to the Assessor’s Certification. The Assessor’s execution of the Assessor’s Certificate is a condition precedent to the effectiveness of the rights and obligation of the other parties to this Amendment.

11.15 Recording. Promptly following the Effective Date and, as applicable thereafter, Owner shall cause this Amendment, the Assessor Certification, and a copy of Minnesota Statutes, Section 469.177, subdivision 8, to be recorded in the office of the Recording Office against all of the Lots, and shall pay all costs of such recording. Owner shall promptly deliver to the City and Authority a duplicate copy of the recorded documents, including the recording data stamp, upon receipt from the Recording Office.

11.16 Successors and Assigns; Indemnification by Successor Owners. This Amendment shall burden and run with the New Lots and will inure to the benefit of and be binding upon the respective successors and assigns of each of the parties to this Amendment, and upon all subsequent Owners of the New Lots.

11.17 Superseding Effect. Except as amended hereby, the Minimum Assessment Agreement remains in full force and effect. To the extent there is a conflict with respect to any prior agreements of the parties, this Amendment supersedes said prior agreements, whether written or otherwise.

11.18 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

APPROVED AS TO FORM

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

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

By: \_\_\_\_\_  
Its Chair or Commissioner

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

STATE OF MINNESOTA     )  
  ) SS.  
COUNTY OF RAMSEY     )

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

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

OWNER

[\_\_\_\_\_]
a [\_\_\_\_\_] limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,
by \_\_\_\_\_, the \_\_\_\_\_ of [\_\_\_\_\_], a
[\_\_\_\_\_] limited liability company, on behalf of the limited liability company.

Notary Public

**Exhibit A**

Legal Description of Original Lot

Legal Description of New Lots

[Lot 1]

[Lot 2]

[Lot 3]

**Exhibit B**

**Updated Minimum Lot Values**

**Exhibit C**

Form of Assessor's Certificate

The undersigned, being the duly qualified and acting assessor of Ramsey County, Minnesota, hereby certifies that.

13. I am the assessor responsible for the assessment of the Lots described in the Minimum Assessment Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, as amended by the foregoing [Amendment to Minimum Assessment Agreement (the "Amendment") dated as of \_\_\_\_\_, 20\_\_\_\_ (collectively, the "Agreement")];

14. I have read the Agreement;

15. I have received and reviewed the plans for the Improvements agreed to be constructed on the New Lots;

16. I have received and reviewed an estimate of the cost of each New Lot and the Improvements to be constructed thereon prepared by the applicable Owner of the New Lot;

17. I have reviewed the market value previously assigned to the New Lots (formerly the Original Lot), and the minimum assessed values to be assigned to the New Lots and/or the Improvements by the Amendment is a reasonable estimate; and

18. I hereby certify that the market value assigned to the Lots and/or the Improvements by the Amendment is reasonable and the market value assigned to the Lots and/or the Improvements, for the assessment as of \_\_\_\_\_, 20\_\_\_\_, and continuing throughout the Term, shall be not less than the Minimum Lot Values (including Split Records) applicable to each Lot for each Tax Year as shown on **Exhibit B** of the Amendment.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
County Assessor, Ramsey County, Minnesota



**Exhibit W**

**Form of Lookback Analysis**

[See attached.]

**Ford Base Case - Nov 07, 2019**

Ford Land Proforma Summary - Levered																	
Year Ending	Dec-19	Dec-20	Dec-21	Dec-22	Dec-23	Dec-24	Dec-25	Dec-26	Dec-27	Dec-28	Dec-29	Dec-30	Dec-31	Dec-32	Dec-33	Dec-34	Dec-35
<b>Uses of Funds</b>																	
Purchase Price	61,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft Cost Pre-Closing (City to Verify Actual)	2,700,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Loan Interest	105,818	1,129,931	439,658	513,815	473,150	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes (Undeveloped) Prior to Sale	-	593,409	685,665	674,203	523,102	321,030	296,974	262,257	91,399	88,335	79,113	68,322	43,451	40,654	33,489	29,872	14,177
429 Assessment Payments Prior to Sale	-	-	308,281	375,491	250,056	112,133	99,560	88,447	69,650	64,695	54,784	46,777	7,691	-	-	-	0
Undeveloped Land Operating Cost	-	-	-	463,333	302,367	207,017	186,050	133,200	55,400	49,450	45,200	32,483	23,400	19,667	17,000	13,033	4,250
Land Purchase Transaction Cost	1,525,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft Cost Contingency	270,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Infrastructure</b>																	
Streets	629,489	9,375,101	11,309,646	850,434	322,465	1,346,840	3,541,041	-	-	-	-	-	-	-	-	-	-
Site Utilities excluding Central Stormwater	557,270	9,066,071	5,536,236	-	1,306,346	1,306,346	-	-	-	-	-	-	-	-	-	-	-
Site Balance	-	5,647,302	1,035,202	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Utilities	618,302	7,896,492	7,973,265	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Public Spaces	-	2,781,021	9,571,781	3,291,221	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Uses of Funds</b>	<b>67,405,879</b>	<b>36,489,326</b>	<b>36,859,734</b>	<b>6,168,499</b>	<b>3,177,486</b>	<b>3,293,365</b>	<b>4,123,624</b>	<b>483,905</b>	<b>216,449</b>	<b>202,480</b>	<b>179,096</b>	<b>147,582</b>	<b>74,542</b>	<b>60,321</b>	<b>50,489</b>	<b>42,906</b>	<b>18,427</b>
<b>Sources of Funds</b>																	
Developer PayGO TIF Monetization	891,894	11,956,959	10,658,679	492,433	1,280,517	1,908,509	2,130,846	-	-	-	-	-	-	-	-	-	-
TIF (GO/Rev - City Obligation)	327,086	4,287,521	3,547,694	119,292	45,814	188,405	494,312	-	-	-	-	-	-	-	-	-	-
City PayGo TIF (City Obligation)	112,500	1,016,471	883,386	151,809	76,506	219,476	539,651	-	-	-	-	-	-	-	-	-	-
429 Rev or GO Assessment Bonds	-	5,088,996	4,050,347	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CIB Bonds (City Responsibility)	-	724,181	2,831,939	1,736,005	-	-	-	-	-	-	-	-	-	-	-	-	-
GI District Connection Fees (Pd at Bldg Permit of Vert.)	316,188	4,120,708	3,994,791	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Weidner Purchase Price	30,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Developer Equity	14,594,666	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Flow After Debt Funding	-	-	-	36,650	1,774,649	976,975	958,615	483,905	216,449	202,480	179,096	147,582	74,542	60,321	50,489	42,906	18,427
Sale Proceeds from Escrow During Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Senior Loan	21,163,545	9,294,490	10,892,899	3,632,309	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Sources of Fund</b>	<b>67,405,879</b>	<b>36,489,326</b>	<b>36,859,734</b>	<b>6,168,499</b>	<b>3,177,486</b>	<b>3,293,365</b>	<b>4,123,624</b>	<b>483,905</b>	<b>216,449</b>	<b>202,480</b>	<b>179,096</b>	<b>147,582</b>	<b>74,542</b>	<b>60,321</b>	<b>50,489</b>	<b>42,906</b>	<b>18,427</b>
<b>Sale Cash Flow</b>																	
Land Sale Amount	-	16,645,045	17,055,000	3,110,000	11,947,698	2,785,000	957,899	2,942,260	-	1,192,960	-	2,801,236	-	986,139	-	1,296,707	1,175,870
Less: Cost of Sale	-	(482,676)	(299,575)	(90,400)	(446,215)	(41,775)	(14,368)	(44,134)	-	(17,894)	-	(42,019)	-	(14,792)	-	(19,451)	(17,638)
Less: 429 Assessments Paid at Closing	-	(2,337,373)	(824,952)	(265,546)	(1,384,388)	(74,568)	(59,351)	(59,351)	-	(35,090)	-	-	-	-	-	-	-
Plus: SAC Credits Paid to Ryan at Building Permit	-	601,370	2,452,054	817,565	261,422	1,146,665	1,518,335	109,340	904,540	225,335	974,120	260,428	-	117,292	-	123,256	109,340
Less: Senior Loan Paydown	-	(14,426,367)	(18,382,527)	(3,571,619)	(8,602,731)	-	-	-	-	-	-	-	-	-	-	-	-
<b>Net Cash Flow from Sales and SAC Credits</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,775,785</b>	<b>3,815,322</b>	<b>2,461,865</b>	<b>2,948,115</b>	<b>904,540</b>	<b>1,365,311</b>	<b>974,120</b>	<b>3,019,645</b>	<b>-</b>	<b>1,088,639</b>	<b>-</b>	<b>1,400,512</b>	<b>1,267,572</b>
<b>Sale Proceeds Held Back in Escrow</b>																	
Escrow Liquidation at Loan Maturity	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Cash Flow</b>	<b>(14,594,666)</b>	<b>-</b>	<b>-</b>	<b>(36,650)</b>	<b>1,137</b>	<b>2,838,347</b>	<b>1,503,250</b>	<b>2,464,210</b>	<b>688,091</b>	<b>1,162,831</b>	<b>795,024</b>	<b>2,872,063</b>	<b>(74,542)</b>	<b>1,028,318</b>	<b>(50,489)</b>	<b>1,357,607</b>	<b>1,249,145</b>

(1) Model assumes senior loan continuation until payoff



Purchase Date 12/20/2019

New Plat	Buildable Acres	Lot Sale Date	Hold Period (Months)	30% AMI AH Units	50% AMI AH Units	60% AMI AH Units	Market Rate Housing Units	Retail SF	Office SF	Civic SF	Total Property Taxes Before Sale Date; Actuals Reconciled by City	Total 429 Assessments Before Sale Date; Actuals Reconciled by City	Total Land Operating Cost (Reconciled with the City)	Total SAC Benefit (Reconciled with the City)	Net Sale Proceeds
1/1 (a)	1.51	3/1/2021	14								-	-	-	-	-
1/1 (b)	0.78	3/1/2020	2								-	-	-	-	-
2/1 (a-b)	3.4	2/1/2021	13								-	-	-	-	-
2/2 (a-b)	2.37	2/1/2021	13								-	-	-	-	-
3/1 (a-b)	2.65	3/1/2021	14								-	-	-	-	-
3/2	0.53	3/1/2020	2								-	-	-	-	-
5/1	1.13	6/1/2024	53								-	-	-	-	-
6/1	2.3	8/1/2020	7								-	-	-	-	-
7/1	1.3	7/1/2022	30								-	-	-	-	-
8/1 (a-e)	1.94	9/1/2020	8								-	-	-	-	-
8/2 (a-b)	0.74	8/1/2020	7								-	-	-	-	-
9/1	0.58	6/1/2023	41								-	-	-	-	-
9/2 (a-c)	1.53	8/1/2020	7								-	-	-	-	-
10/1 (a-d)	1.07	8/1/2020	7								-	-	-	-	-
11/1	1.47	12/20/2019	-								-	-	-	-	-
12/1 (a)	0.51	6/1/2028	101								-	-	-	-	-
12/1 (b)	0.92	12/20/2019	-								-	-	-	-	-
13/1 (a)	0.77	6/1/2030	125								-	-	-	-	-
13/1 (b)	0.32	6/1/2030	125								-	-	-	-	-
13/1 (c)	0.34	6/1/2034	173								-	-	-	-	-
14/1 (a-e)	1.44	4/1/2020	3								-	-	-	-	-
14/2 (a-b)	0.76	8/1/2020	7								-	-	-	-	-
15/1 (a-d)	1.21	8/1/2020	7								-	-	-	-	-
16/1	1.49	12/20/2019	-								-	-	-	-	-
17/1	1.43	12/20/2019	-								-	-	-	-	-
18/1	1.43	12/20/2019	-								-	-	-	-	-
19/1 (a-e)	0.86	9/1/2021	20								-	-	-	-	-
19/2 (a-b)	0.68	8/1/2020	7								-	-	-	-	-
20/1 (a-d)	1.21	8/1/2020	7								-	-	-	-	-
21/1 (a-d)	1.14	8/1/2020	7								-	-	-	-	-
22/1	1.64	12/20/2019	-								-	-	-	-	-
23/1 (a)	0.32	6/1/2032	149								-	-	-	-	-
23/1 (b)	1.38	12/20/2019	-								-	-	-	-	-
24/1 (a)	0.51	6/1/2035	185								-	-	-	-	-
24/1 (b)	1.19	12/20/2019	-								-	-	-	-	-
25/1 (a-e)	0.79	9/1/2022	32								-	-	-	-	-
25/2 (a-b)	0.88	4/1/2023	39								-	-	-	-	-
26/1 (a-d)	1.21	4/1/2023	39								-	-	-	-	-
27/1 (a-d)	1.21	4/1/2023	39								-	-	-	-	-
28/1	1.26	12/20/2019	-								-	-	-	-	-
29/1 (a)	1.37	12/20/2019	-								-	-	-	-	-
29/1 (b)	1.61	12/20/2019	-								-	-	-	-	-
31/1 (a-e)	0.89	9/1/2023	44								-	-	-	-	-
31/2 (a-b)	0.76	4/1/2023	39								-	-	-	-	-
32/1 (a-d)	1.37	4/1/2023	39								-	-	-	-	-
33/1 (a)	0.99	6/1/2025	65								-	-	-	-	-
33/1 (b)	0.76	6/1/2026	77								-	-	-	-	-
34/1	5.36	9/1/2026	80								-	-	-	-	-
35/1 (a-j)	2.15	9/1/2023	44								-	-	-	-	-
35/2 (a-b)	0.76	4/1/2023	39								-	-	-	-	-
36/1 (a-d)	1.37	4/1/2023	39								-	-	-	-	-
4/1	0.63	2/1/2020	1								-	-	-	-	-
Total	66.02										-	-	-	-	-

Housing Report		
30% AMI Units	-	#DIV/0!
50% AMI Units	-	#DIV/0!
60% AMI Units	-	#DIV/0!
Market Rate Units	-	#DIV/0!
<b>Total Units</b>	-	#DIV/0!

Buildable Acres Excluding Weidner	50.83
Developer Buildable Acres Sold	-
% of Developer Acres Sold	0.00%

**Exhibit X**

**Statement of Affirmative Action/Equal Opportunity Requirements**

[See attached.]



**CITY OF SAINT PAUL**  
*Melvin Carter, Mayor*

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

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

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

### **Definition of Terms:**

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

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

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

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

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

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

**Contact:**

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

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

## Workforce Participation Goals for Construction Contracts

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

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

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

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

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

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

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

### **Failure to make Good Faith Efforts**

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



**Exhibit Y**

Labor Standards

[See attached.]



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

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

NOTE: Owners, officers, shareholders of a corporation are employees and are to be paid the prevailing rate (including fringe benefits) when working at the project site; All wage information must be included.
- Apprentices/trainees are the only workers allowed to work at a lesser rate when registered in approved apprenticeship/training programs. Submit an Apprenticeship agreement, the current level of advancement and corresponding wage information the week the apprentice first appears on the jobsite. Apprentice to journey-worker ratios must be adhered to hour-for-hour. Apprentices/trainees working alone must be paid journey-worker rates based on the trade listed on the apprenticeship agreement. **THERE ARE NO EXCEPTIONS TO THE ON-SITE RATIO.** Pre-apprentices are not allowed at a lesser rate.
- Cleaning performed during construction is subject to prevailing wage provisions. In the absence of a specific wage rate for cleaning classification, the cleaners must be paid the predetermined wage rate for laborers. Demolition related to the project is also subject to prevailing wage provisions.
- Verification of employee wage receipt may include contacting the local trade or designated benefit fund account, or contractor submission of canceled paychecks, timecards and/or stubs for week(s) specified.
- All timekeeping records (including timecards, work logs, payroll checks and stubs, etc.) must be kept on file for a period of two (2) years after the close of the project.



## CITY/STATE LABOR STANDARDS REQUIREMENTS

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

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

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The requirements of the Ordinance/Statutes are as follows:

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

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

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

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

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

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



## NOTICE TO CONTRACTORS

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

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

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

### **Project Defined:**

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

### **Site Visits**

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

### **CONSTRUCTION DEFINITIONS:**

#### **1. Commercial construction**

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

#### **2. Highway and heavy construction**

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

#### **3. Residential construction or agricultural construction**

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

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

## ADDITIONAL REQUIREMENTS

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

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

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



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

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**Construction Type: Highway and Heavy**

**Region Number: 09**

Counties within region:

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

Effective: 2019-11-04

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

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

Violations should be reported to:

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

Refer questions concerning the prevailing wage rates to:

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

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

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



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

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

**HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR**

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
315				
316				
317				
318				
319				
320				
321				
322				
<b>GROUP 4</b>	2019-11-04	37.79	20.50	58.29
	2020-05-01	38.64	21.40	60.04
323				
324				
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335				
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<b>LABOR CODE AND CLASS</b>	<b>EFFECT DATE</b>	<b>BASIC RATE</b>	<b>FRINGE RATE</b>	<b>TOTAL RATE</b>
338				
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LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
366				
TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)				
367				
TUB GRINDER, MORBARK, OR SIMILAR TYPE				
368				
WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 5</b>	2019-11-04	34.75	20.50	55.25
	2020-05-01	35.60	21.40	57.00
369				
AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)				
370				
BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371				
CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372				
FORM TRENCH DIGGER (POWER)				
373				
FRONT END, SKID STEER UP TO 1C YD				
374				
GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)				
375				
HYDRAULIC LOG SPLITTER				
376				
LOADER (BARBER GREENE OR SIMILAR TYPE)				
377				
POST HOLE DRIVING MACHINE/POST HOLE AUGER				
378				
POWER ACTUATED AUGER AND BORING MACHINE				
379				
POWER ACTUATED JACK				
380				
PUMP (HIGHWAY AND HEAVY ONLY)				
381				
SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382				
SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383				
SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384				
STUMP CHIPPER AND TREE CHIPPER				
385				
TREE FARMER (MACHINE)				
<b>GROUP 6</b>	2019-11-04	33.54	20.50	54.04
	2020-05-01	34.39	21.40	55.79
387				
CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388				
CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389				
DREDGE DECK HAND				
390				
FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391				
GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				

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

**TRUCK DRIVERS**

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

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

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



**LABOR CODE AND CLASS**

**EFFECT  
DATE**

**BASIC  
RATE**

**FRINGE  
RATE**

**TOTAL  
RATE**

ABATEMENT WORKER

730

SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR EMAIL  
[DLI.PRE VWAGE@STATE.MN.US](mailto:DLI.PRE VWAGE@STATE.MN.US)

## Notice of truck rental rate certification and effective date

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

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

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

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

### Three-axle units

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

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

### Four-or-more-axle units

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

## Tractors

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

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

Ken B. Peterson  
Commissioner



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

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

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

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

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

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

P.O. Box 187  
Orange, CA 92856-6187  
(714) 669-0052  
[www.lcptracker.com](http://www.lcptracker.com)



# CITY OF SAINT PAUL APPRENTICESHIP REQUIREMENTS

## APPRENTICES/TRAINEES

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

## PROBATIONARY APPRENTICES

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

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

## PRE APPRENTICES (an individual not registered in a program)

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

## HELPERS/ASSISTANTS

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

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

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



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

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### REQUIREMENTS

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

### **Bona Fide SELF-EMPLOYED SUBCONTRACTOR Status Demonstration**

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

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

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

### **Bona Fide PARTNERSHIP Subcontractor Status Demonstration**

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

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

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





# BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS DOCUMENTATION LOG

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

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

1. SUBCONTRACTOR: \_\_\_\_\_

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

2. SUBCONTRACTOR: \_\_\_\_\_

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

3. SUBCONTRACTOR: \_\_\_\_\_

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

4. SUBCONTRACTOR: \_\_\_\_\_

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

5. SUBCONTRACTOR: \_\_\_\_\_

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

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



## CITY OF SAINT PAUL TRUCKING GUIDELINES

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### DEFINITION:

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

### REQUIREMENTS:

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

### EMPLOYEE TRUCK DRIVERS:

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

### **IMPORTANT:**

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



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

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

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

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

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

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

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

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

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



# CONTRACTOR PROFILE

**Project Name:** \_\_\_\_\_

Business Name: \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

For \_\_\_\_\_  
(Identify specific contract work)

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

Person authorized to certify (sign) payroll reports: \_\_\_\_\_

Person submitting electronic payroll reports: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_ Phone #: \_\_\_\_\_

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

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

**IS THIS A SOLE PROPRIETORSHIP OR PARTNERSHIP BUSINESS?**  Yes  No

**IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)**



Form required for Labor Standards, AAVEEO, HUD Section 3, and Vendor Outreach  
**Submit completed form to:** Contract Compliance & Business Development

15 West Kellogg Blvd, Room 280  
 Saint Paul, MN 55102-1681

Phone: 651-266-8900, Fax: 651-266-8919  
 Email: [contractcompliance@spaul.gov](mailto:contractcompliance@spaul.gov)

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

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

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

**IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)**

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

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



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

---

Project Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Are you a subcontractor?    Yes    No   Prime Contractor Name: \_\_\_\_\_

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

**PHASE I: PRIOR TO PROJECT START**

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

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

**PHASE II: CONSTRUCTION**

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

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

**PHASE III: PROJECT END**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(principal/owner)

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

**Exhibit Z**

**Vendor Outreach Program Requirements**

[See attached.]



## **VENDOR OUTREACH PROGRAM**

### **Human Rights & Equal Economic Opportunity**

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

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

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

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

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

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

#### **Procedure**

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

#### **How a business can be certified**

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

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

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



## CITY OF SAINT PAUL

*Melvin Carter, Mayor*

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

Telephone: 651.266.8900  
Facsimile: 651.266.8919  
TDD: 651.266.8977

### City of Saint Paul Vendor Outreach Program Good Faith Effort Standards

*Excerpted From Chapter 84 of the Saint Paul Administrative Code*

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

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

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

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

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

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

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



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TDD: 651.266.8977

### VENDOR OUTREACH PROGRAM-PRIME CONTRACTOR PROCESS OVERVIEW

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

#### PHASE I: PRIOR TO PROJECT START

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

## PHASE II: CONSTRUCTION:

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

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

## PHASE III: PROJECT END:

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

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



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### VENDOR OUTREACH PROGRAM CONTRACTOR COMPLIANCE CHECK-LIST

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

#### PHASE I: PRIOR TO PROJECT START

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

#### PHASE II: CONSTRUCTION:

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

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

#### PHASE III: PROJECT END:

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

For questions, contact:

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

[ContractCompliance@ci.stpaul.mn.us](mailto:ContractCompliance@ci.stpaul.mn.us) / (651) 266-8900



**CITY OF SAINT PAUL**

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**VENDOR OUTREACH PROGRAM-SUBCONTRACTOR CHECKLIST**

**PHASE I: PRIOR TO PROJECT START**

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

**PHASE II: CONSTRUCTION:**

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

**PHASE III: PROJECT END:**

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

For questions, contact:

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

[ContractCompliance@ci.stpaul.mn.us](mailto:ContractCompliance@ci.stpaul.mn.us) / (651) 266-8900

**Exhibit AA**

Two Bid Policy

[See attached.]



**Effective Date: January 21, 2009**

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

**I. Purpose**

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

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

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

**II. Definitions**

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

**III. Minimum of 2 Bid requirement-All contracts.**

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

#### IV. **Waiver/Exemption**

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

Effective Date: March 5, 2009

### **Supplement to Policy Regarding Requirement of Two {2} bids**

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

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

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

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

April 14,  
2009

## Two (2) Bid Policy

### Example 1.

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

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

### Example 2.

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

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

### Example 3.

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

**Exhibit BB**

Project Labor Agreement Policy

[See attached.]

**RESOLUTION  
CITY OF SAINT PAUL, MINNESOTA**

Presented by

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

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

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

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

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

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

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

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

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

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

44  
45 **WHEREAS**, reference to the City of Saint Paul in this resolution also includes the Housing and  
46 Redevelopment Authority of the City of Saint Paul, Minnesota.

47  
48 **NOW, THEREFORE, BE IT RESOLVED**, that consistent with the City's role as a market participant in  
49 purchasing construction services, the City of Saint Paul may require contractors and subcontractors to  
50 abide by a PLA as a condition of working on a particular building construction, parks or public works  
51 project under the following terms and conditions.

52  
53 1. The City shall consider the use of a PLA on all building construction, parks or public works  
54 projects involving a City contract with \$250,000.00 or more in city money. This requirement does not  
55 apply if the City is a party to a joint powers agreement with another public entity for the project. Any  
56 department or agency of the City that plans to undertake such a project shall timely submit the matter to the  
57 City Council for a decision on whether to use a PLA for the particular project. Any decision on the use of a  
58 PLA must be made before City approval of the project. Interested parties shall be given notice of the matter  
59 and allowed ten days to respond. The City may use a PLA when it determines, in the exercise of its  
60 discretion, that doing so will further its interests in promoting timely, cost-effective, and quality  
61 construction with minimal delays and disruptions.

62  
63 2. Upon request by the Administration, a Councilperson or an interested party, the City  
64 Council will hold a public hearing at which interested parties may participate. The hearing will be held on  
65 two weeks' notice in the customary manner that notices of City Council meetings are published. At this  
66 hearing evidence may be presented as to the City's need for and interest in a PLA with respect to the  
67 particular project.

68  
69 3. The City, when considering whether to use a PLA on a particular project, shall undertake an  
70 evaluation to determine whether doing so would advance its interests as project owner. Relevant criteria  
71 for considering whether to use a PLA on a particular project include, but are not limited to, the following:

- 72  
73 a. Size of the job;  
74 b. Cost of the job;  
75 c. Duration of the job;  
76 d. Impact of any delays;  
77 e. Amount of construction projects in the area competing for skilled workers;  
78 f. The number of local collective bargaining agreements ("CBAs") that will expire  
79 during the term of the project;  
80 g. Number of crafts and CBAs in the geographic area;  
81 h. Whether a majority of successful bidders on prior projects were union employers;  
82 i. Record of good quality and efficient construction under previous PLAs; and  
83 j. Impact on achieving vendor outreach program and workforce goals.

84  
85 4. The City may retain a project manager, consultant or assign staff to prepare a report  
86 analyzing whether it would serve the City's interests to use a PLA. If the City decides, based on its  
87 evaluation, to use a PLA on a particular project it shall set forth the basis for its decision in writing. The

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

90

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

93

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

99

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

101

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

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

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

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

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

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

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

133 (ii) Maximum use of local businesses;



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

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

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

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

Requested by Department of:  
 Mayor's Office

By: Sara Shewry  
 Approved by the Office of Financial Services

By: \_\_\_\_\_  
 Approved by City Attorney

By: [Signature]  
 Approved by Mayor for Submission to Council

By: Sara Shewry

Adopted by Council: Date 4/3/09

Adoption Certified by Council Secretary

By: [Signature]

Approved by Mayor: Date 6/9/09

By: [Signature]

09-584

**Green Sheet NO: 3070817**

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

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

➔

**Assign  
Number  
For  
Routing  
Order**

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

**Total # of Signature Pages** \_\_\_\_ (Clip All Locations for Signature)

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

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

\_\_\_\_\_ Planning Commission

\_\_\_\_\_ CIB Committee

\_\_\_\_\_ Civil Service Commission

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Personal Service Contracts Must Answer the Following Questions:**

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

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

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

**Advantages If Approved:**

**Disadvantages If Approved:**

**Disadvantages If Not Approved:**

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

**Exhibit CC**

**Sustainable Building Policy**

[See attached.]



## Legislation Text

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

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

THE COUNCIL OF THE CITY OF SAINT PAUL DOES HEREBY ORDAIN

### Section 1

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

#### **Chapter 81. Sustainable Building.**

##### **Sec. 81.01. Declaration of Policy.**

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

##### **Sec. 81.02. Definitions.**

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

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

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

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

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

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

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

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

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

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

### **Sec. 81.03. Applicability.**

This chapter applies to:

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

the HRA.

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

**Sec. 81.04. Requirements.**

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

**Sec. 81.05 Waiver.**

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

Section 2

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