

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

Association Lots:

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

Exhibit B

Plat

[See attached.]

FORD

KNOW ALL PERSONS BY THESE PRESENTS: That Ryan Companies US, Inc., a Minnesota corporation, owner of the following described property situated in the City of Saint Paul, County of Ramsey, State of Minnesota:

That part of Lot 2, Auditor's Subdivision No. 87, St. Paul, Minn., according to the recorded plat thereof, lying north of FORD MOTOR COMPANY FIRST ADDITION, according to the recorded plat thereof.

And

Lot 1, Block 1, FORD MOTOR COMPANY FIRST ADDITION, according to the recorded plat thereof.

And

That part of Lot 1, Auditor's Subdivision No. 87, St. Paul, Minn., according to the recorded plat thereof, lying north of FORD MOTOR COMPANY FIRST ADDITION, according to the recorded plat thereof, and lying southerly and westerly of the following described line:

Beginning at a point on the East line of Section 17, Township 28, Range 23, according to the U.S. Government Survey thereof, which point is distant 1530.54 feet South of the intersection of the present South line of Ford Road with the East line of Section 17; thence West at right angles with the East line of Section 17 a distance of 671.40 feet to a point on the west line of the East 671.40 feet of the Northeast Quarter of Section 17; thence northerly on said west line a distance of 1,026 feet, more or less, to a point distant 500 feet southerly of the southerly right-of-way line of Ford Parkway, as now established; thence westerly and parallel with the southerly right-of-way line of Ford Parkway, as now established, a distance of 328 feet; thence northerly along a line distant 999.40 feet westerly of, and parallel with, the east line of Section 17 for a distance of 500 feet, more or less, to the north line of said Lot 1, and said described line there terminating.

And

That part of Lot 3, Block 1, FORD MOTOR COMPANY FIRST ADDITION, according to the recorded plat thereof, lying northeasterly, northerly and northwesterly of the following described line:

Beginning at a three-quarter inch iron pipe on the west line of said Lot 3 being South 00 degrees 06 minutes 44 seconds West, assumed bearing along the west line of said Lot 3, and 10.58 feet from the northwest corner of said Lot 3; thence South 49 degrees 58 minutes 37 seconds East a distance of 198.85 feet to a one-half inch iron re-bar; thence North 67 degrees 29 minutes 01 second East a distance of 61.60 feet to a one-half inch iron re-bar; thence South 62 degrees 12 minutes 44 seconds East a distance of 163.97 feet to a one-half inch iron re-bar; thence South 69 degrees 21 minutes 08 seconds East a distance of 100.00 feet to a one-half inch iron re-bar; thence North 67 degrees 29 minutes 01 second East a distance of 18.93 feet to a one-half inch iron re-bar; thence South 69 degrees 21 minutes 08 seconds East a distance of 605.99 feet to a one-half inch iron re-bar; thence South 89 degrees 55 minutes 32 seconds East a distance of 248.80 feet to a one-half inch iron re-bar at the northeast corner of said Lot 3, and said described line there terminating.

Has caused the same to be surveyed and platted as FORD and does hereby dedicate to the public for public use forever the public ways and the drainage and utility easements over under and across OUTLOTS A, C, E, and F and as shown on this plat.

In witness whereof said Ryan Companies US, Inc., has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

SIGNED: Ryan Companies US, Inc.

By _____

Its _____

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of Ryan Companies US, Inc., on behalf of the corporation.

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Nathan H. Carlson, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Nathan H. Carlson, Professional Land Surveyor
Minnesota License No. 45873

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20____, by Nathan H. Carlson, a Professional Land Surveyor.

(Signature) _____ (Name Printed)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL
CITY OF SAINT PAUL

I do hereby certify that on the ____ day of _____, 20____, the City Council of the City of Saint Paul, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

City Clerk

PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year ____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

Christopher A. Samuel, Ramsey County Auditor/Treasurer

By _____, Deputy

COUNTY SURVEYOR

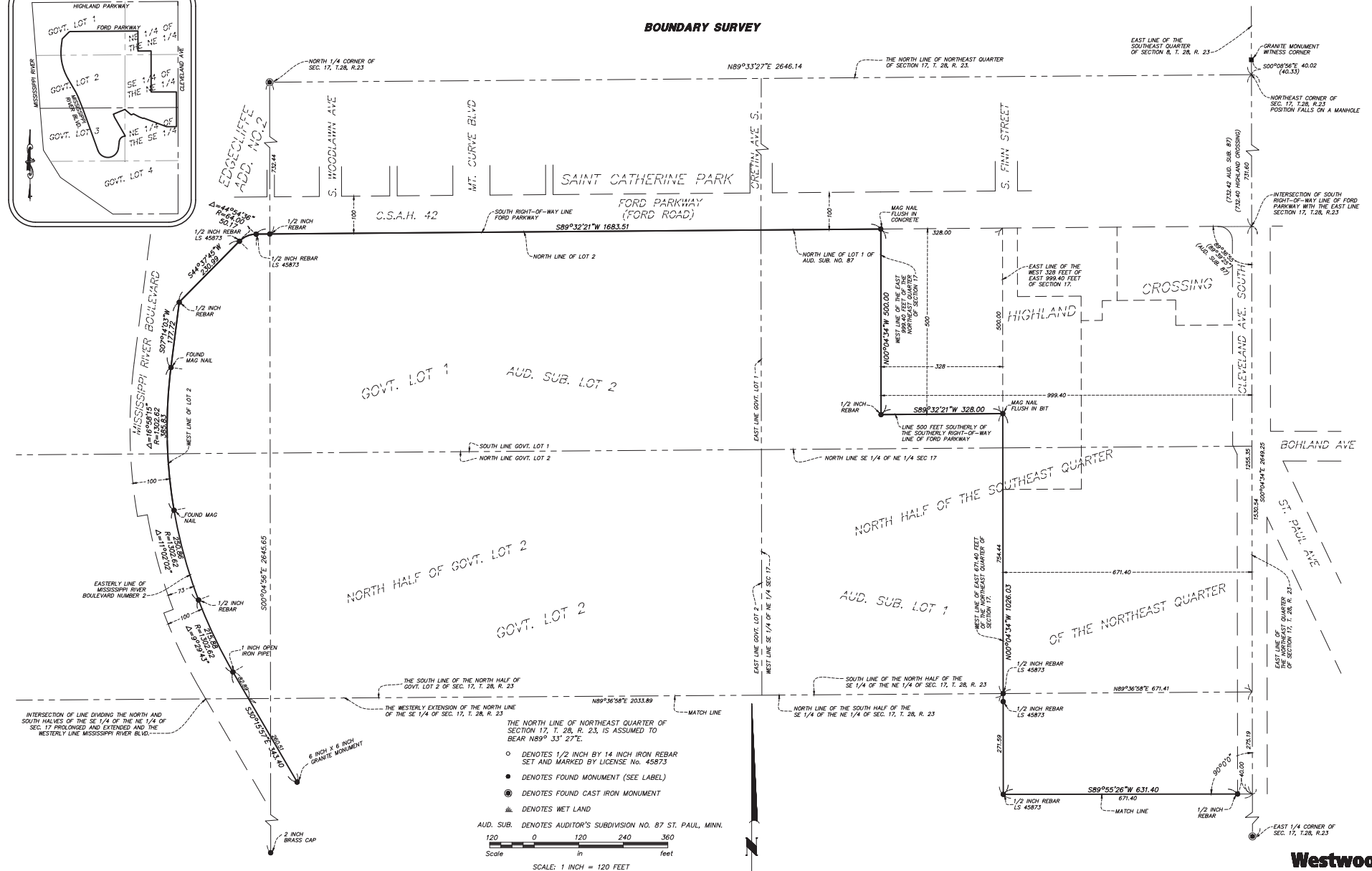
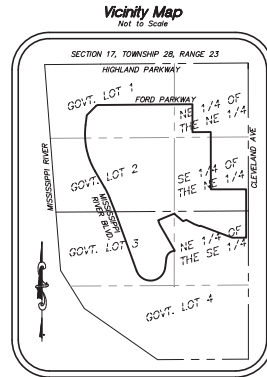
Pursuant to MN Statutes, Section 383A.42 this plat has been approved this ____ day of _____, 20____.

Daniel D. Boar, L.S.
Ramsey County Surveyor

REGISTRAR OF TITLES, County of Ramsey, State of Minnesota
I hereby certify that this plat of FORD was filed in the office of the Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock ____ M., and was duly filed in Book _____, of Plats, Page _____ through _____, as Document Number _____.

Deputy Registrar of Titles

BOUNDARY SURVEY



Westwood
Professional Services, Inc.

951

10.

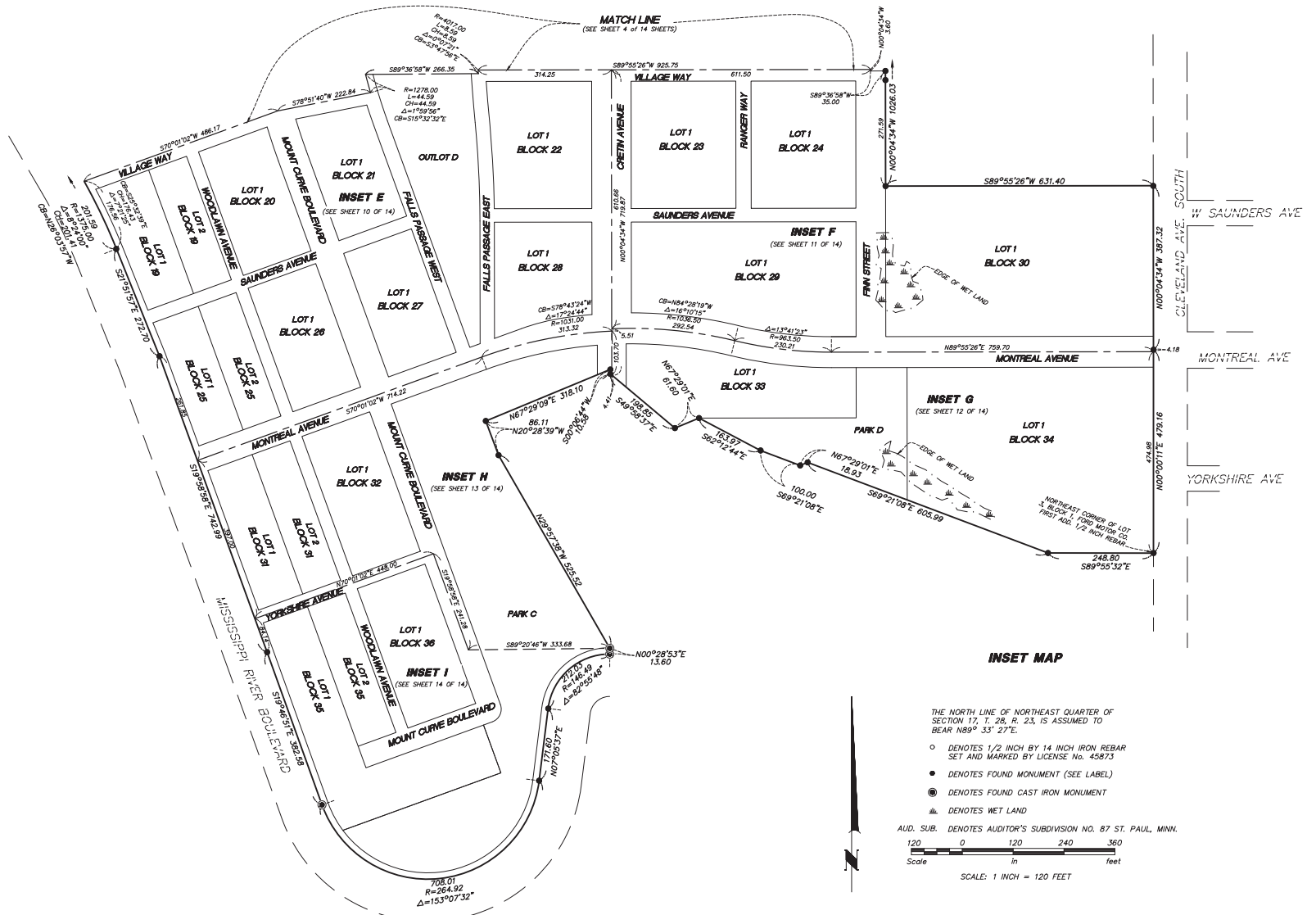


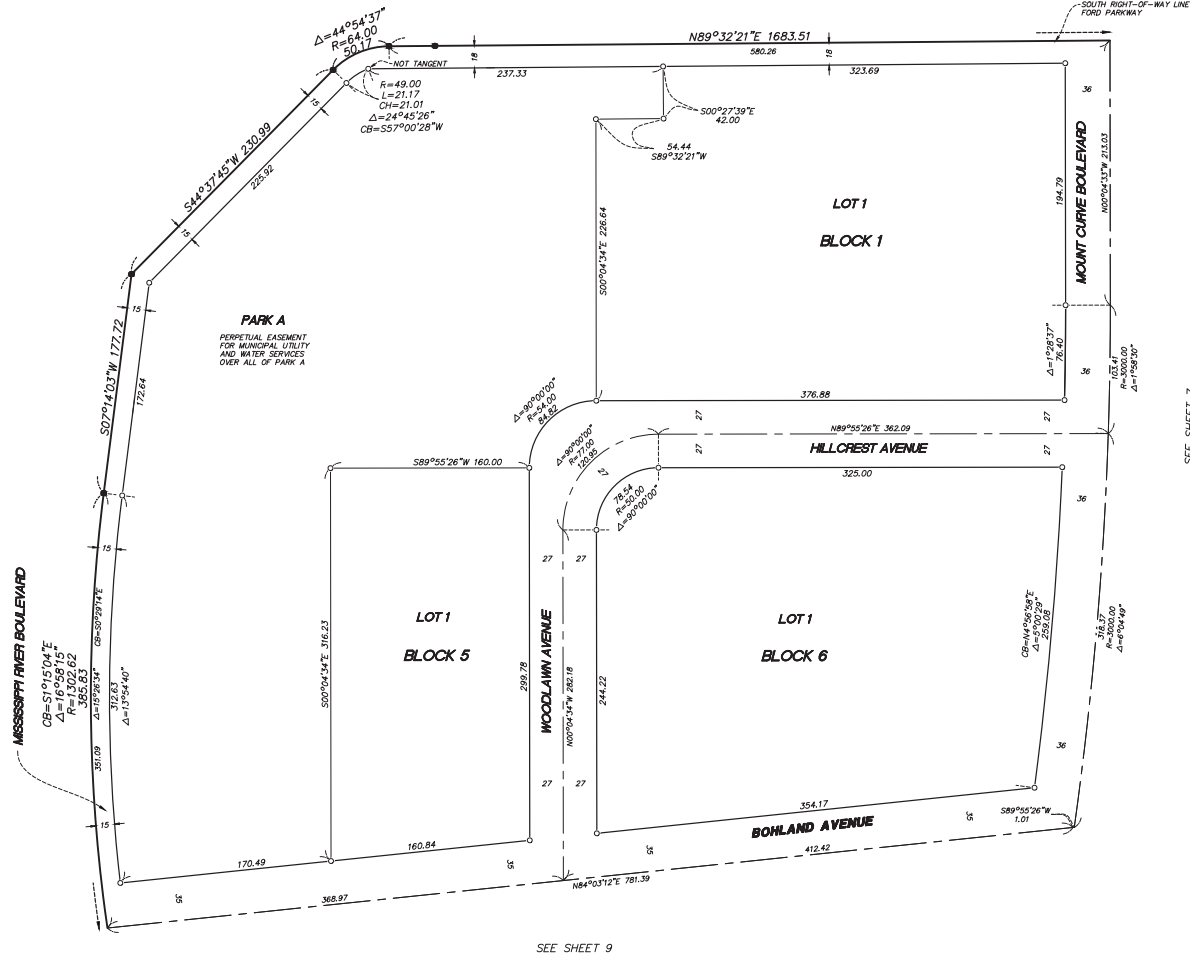
FORD

INSET MAP

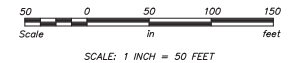


FORD



FORD

INSET A
(FROM SHEET 4 OF 14 SHEETS)



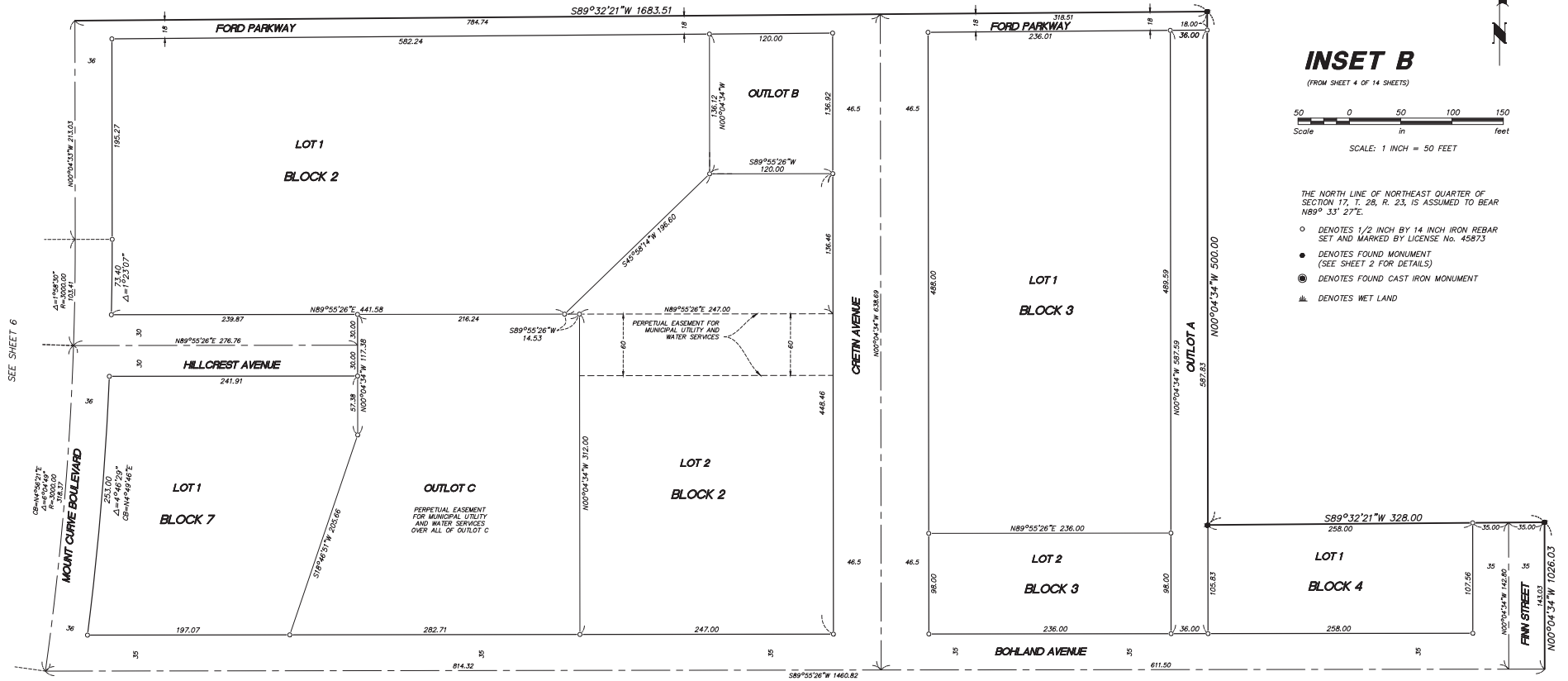
THE NORTH LINE OF NORTHEAST QUARTER OF
SECTION 17, T. 28, R. 23, IS ASSUMED TO BEAR
N89° 33' 27"E.

- DENOTES 1/2 INCH BY 14 INCH IRON REBAR SET AND MARKED BY LICENSE No. 45873
- DENOTES FOUND MONUMENT (SEE SHEET 2 FOR DETAILS)
- ⊙ DENOTES FOUND CAST IRON MONUMENT
- DENOTES WET LAND

SEE SHEET 9

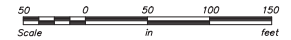
Westwood
Professional Services, Inc.

FORD



INSET B

(FROM SHEET 4 OF 14 SHEETS)



THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 17, T. 28, R. 23, IS ASSUMED TO BEAR N89° 33' 27"E.

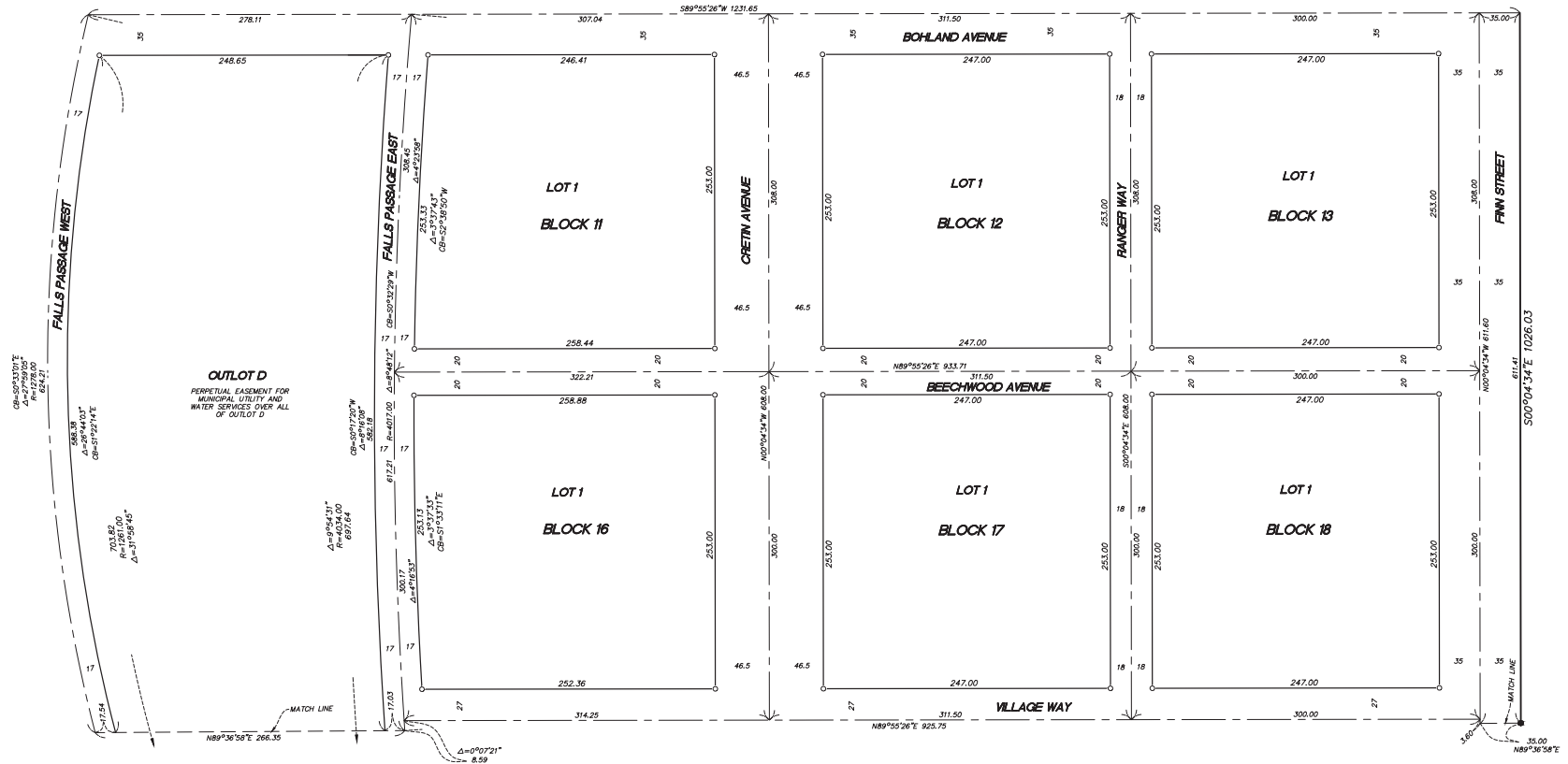
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SEE SHEET 8

Westwood
Professional Services, Inc.

FORD

SEE SHEET 7



SEE SHEET 11

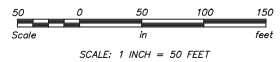
SEE SHEET 10



INSET C
(FROM SHEET 4 OF 14 SHEETS)

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Westwood
Professional Services, Inc.

FORD

SEE SHEET 7

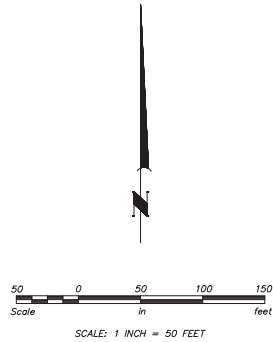
SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

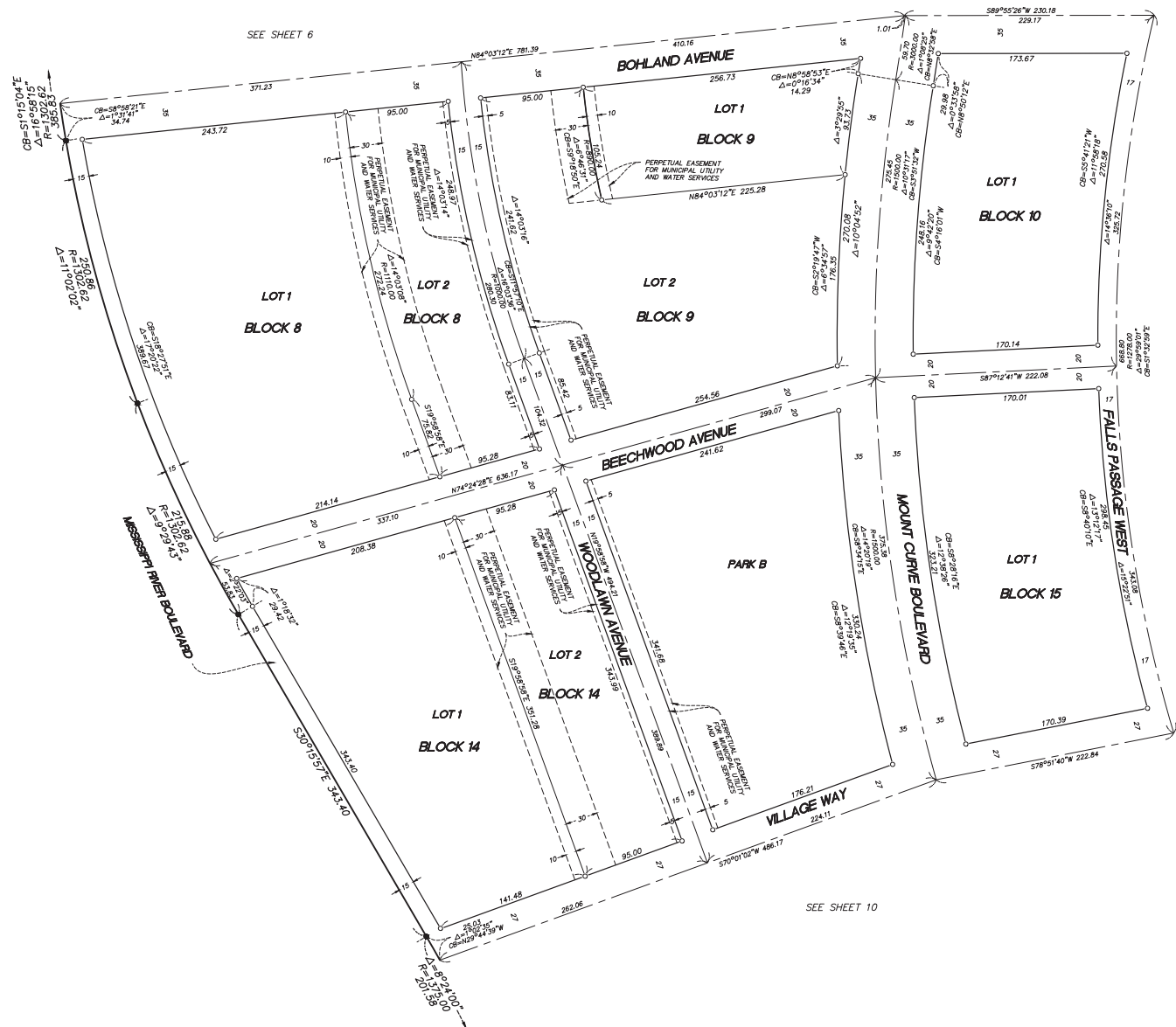
INSET D

(FROM SHEET 4 OF 14 SHEETS)



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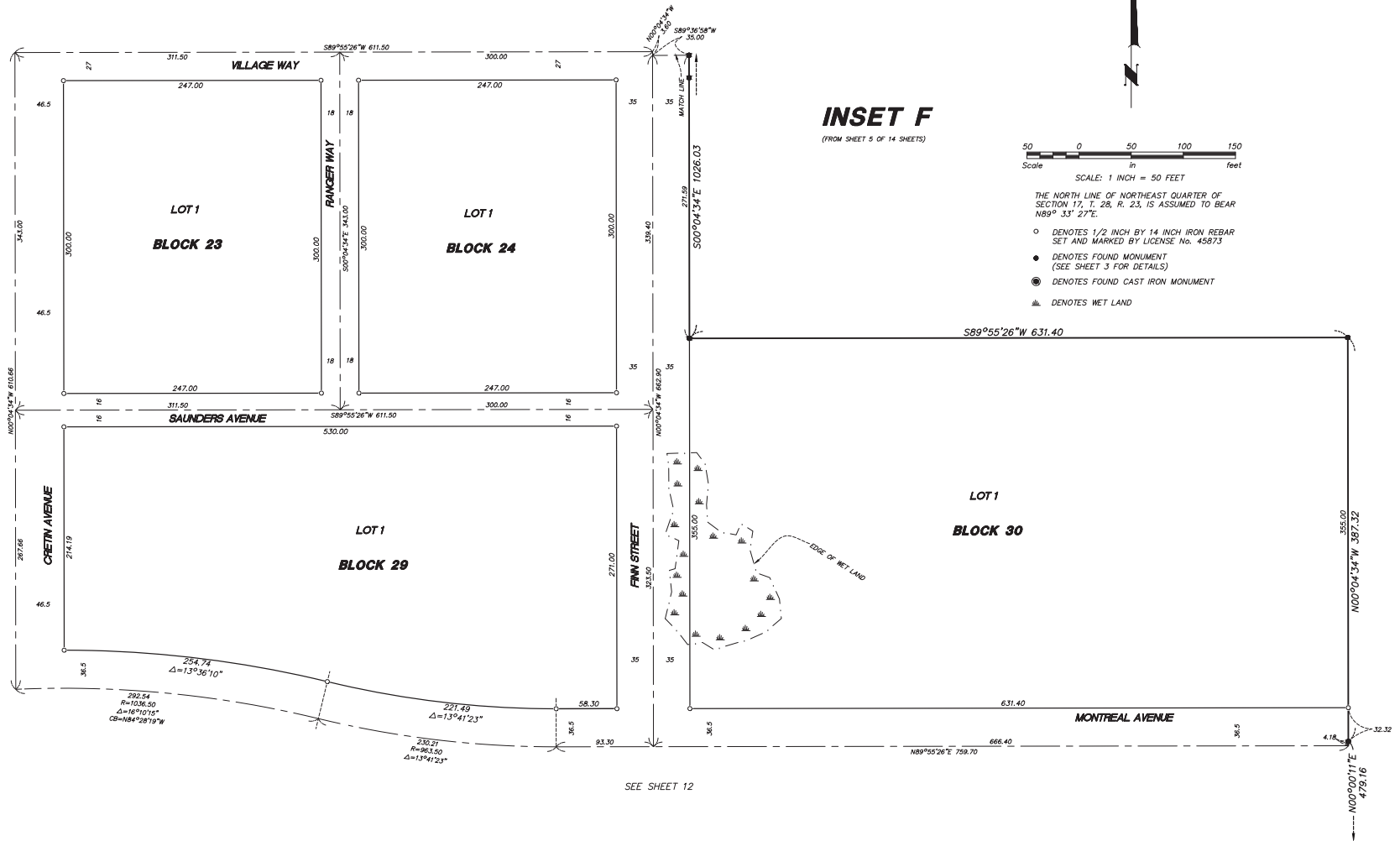
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FORD

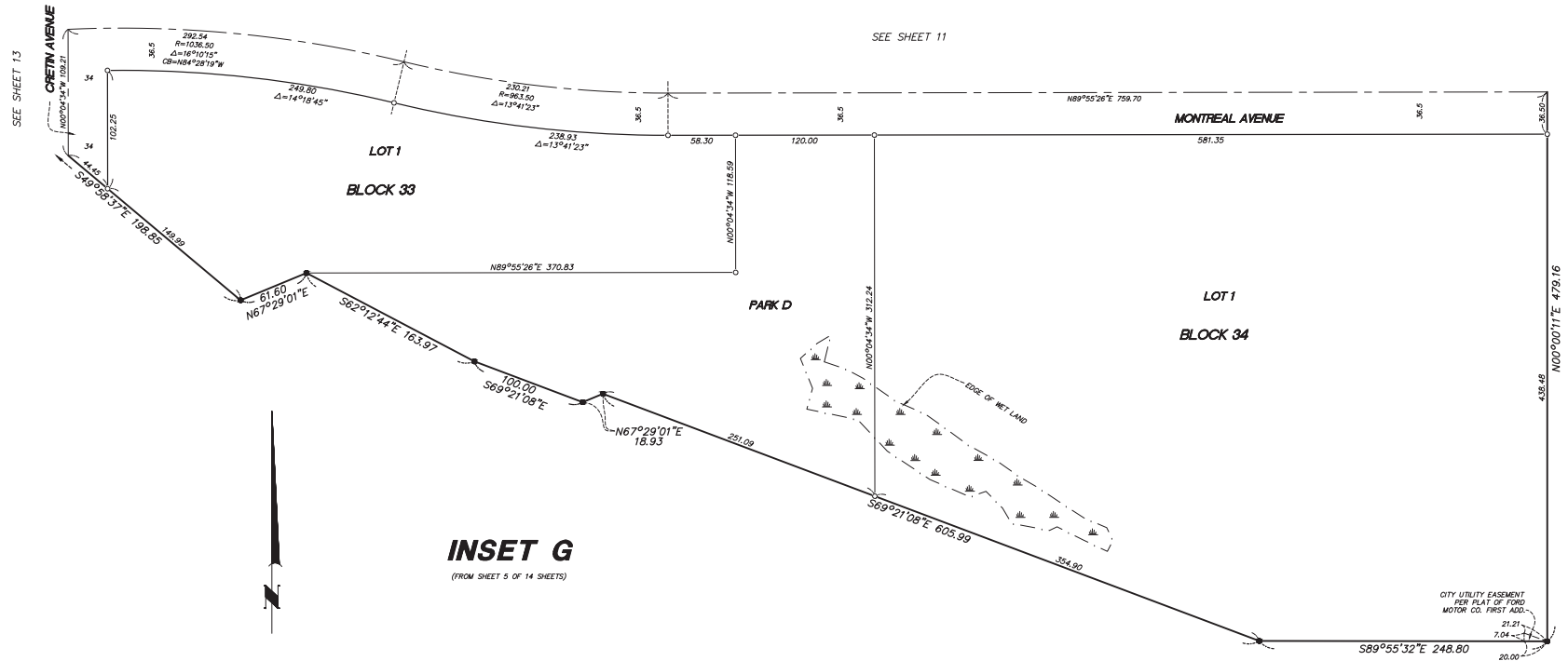
SEE SHEET 8

SEE SHEET 10



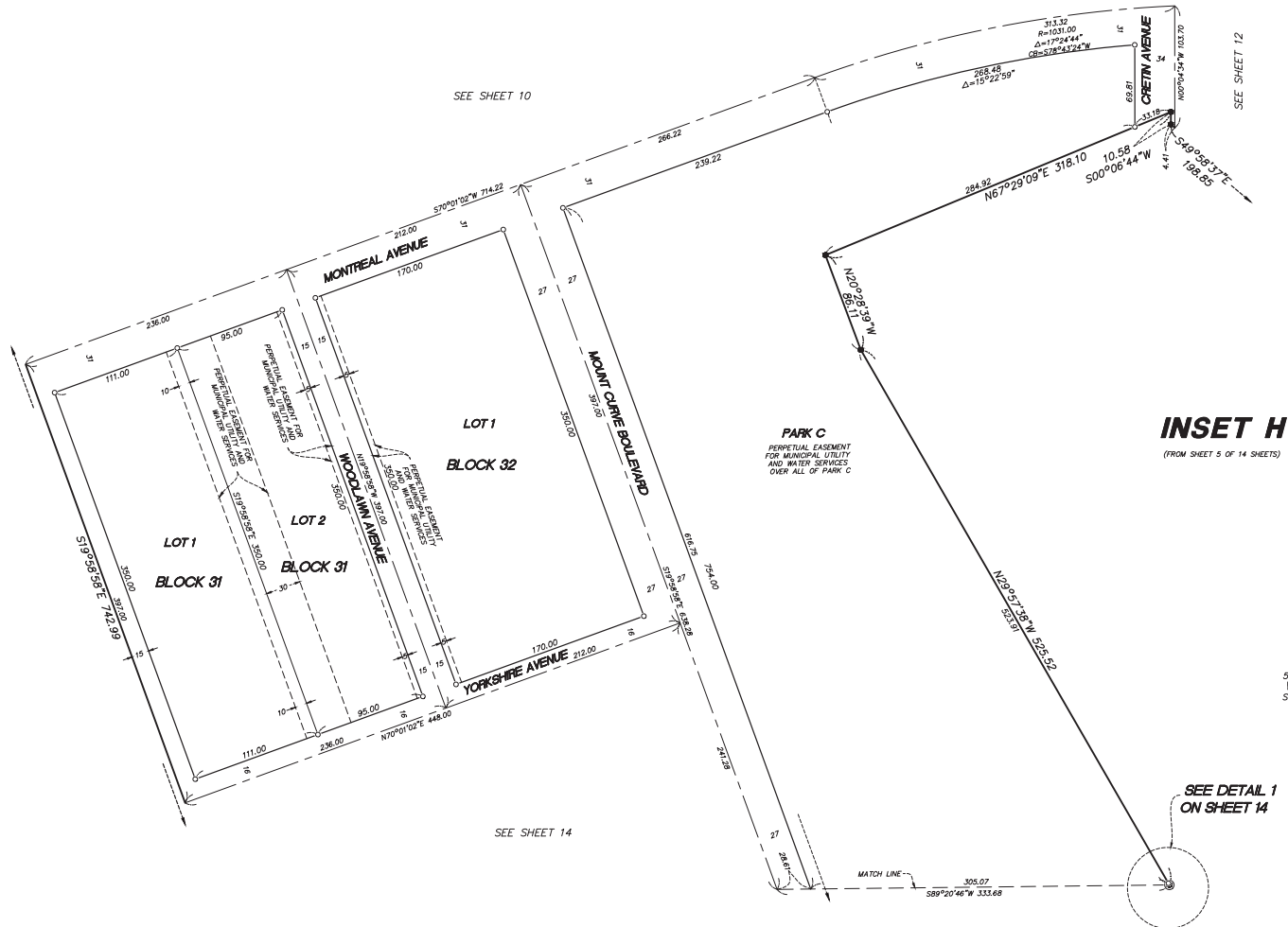
SEE SHEET 12

FORD

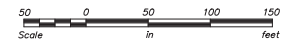


INSET G

(FROM SHEET 5 OF 14 SHEETS)

FORD**INSET H**

(FROM SHEET 5 OF 14 SHEETS)



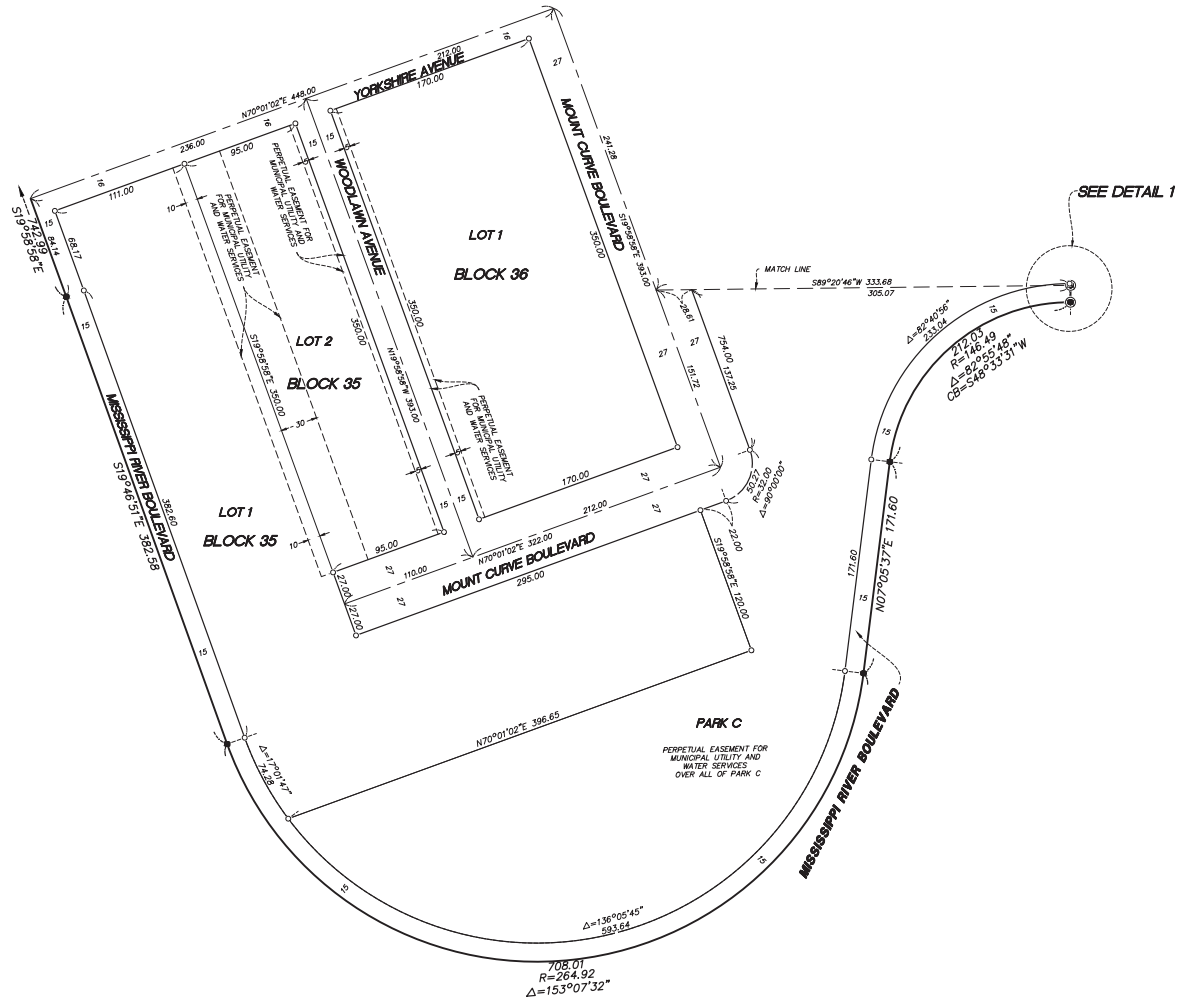
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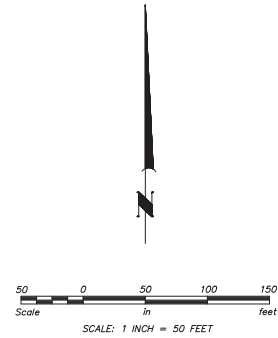
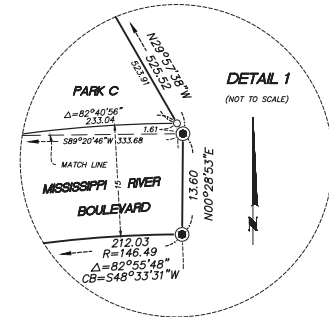
Westwood
Professional Services, Inc.

FORD

SEE SHEET 13

**INSET 1**

(FROM SHEET 5 OF 14 SHEETS)



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Westwood
Professional Services, Inc.

Exhibit C

Development Plan

[See attached.]



The Most
Livable City
in America

FORD SITE DEVELOPMENT PLAN

Saint Paul, Minnesota

RYAN

Ford Site Redevelopment Summary						
Block/Lot	Plat Parcel Area (approximate)	Future Lot Split	Buildable Acres (approximate)	Anticipated Vertical Improvement	Anticipated Project	Anticipated Construction Start Year
1/1	2.29	a	1.51	Medical	75K SF of Medical Office	2021
		b	0.78	Affordable Housing	129 Units Affordable	2021
2/1	3.40	-	3.40	Mixed-Use	Mixed Use (80K SF Retail/149 Units MF)	2021
2/2	2.37	-	2.37	Mixed-Use	Mixed Use (20K SF Retail/138 Units MF)	2021
3/1	2.85	-	2.85	Mixed-Use	Mixed Use (50K SF Retail/200 Units MF)	2021
3/2	0.53	-	0.53	Affordable Housing	62 Units Affordable	2021
4/1	0.63	-	0.63	None	None	2020
5/1	1.13	-	1.13	Office	111.4K SF of Office	2024
6/1	2.30	-	2.30	Senior Living	242 Units Senior Living	2020
7/1	1.30	-	1.30	Condominiums	68 Units Condominiums	2022
8/1	1.94	a-e	1.94	1-6 Unit Homes	5 1-6 Unit Homes	2021
8/2	0.74	a-b	0.74	Rowhomes	12 Rowhomes	2021
9/1	0.58	-	0.58	Affordable Housing	59 Units Affordable	2023
9/2	1.53	a-c	1.53	Rowhomes	21 Rowhomes	2021
10/1	1.07	a-d	1.07	Rowhomes	18 Rowhomes	2021
11/1	1.47	-	1.47	Multifamily	170 Units MF	2021
12/1	1.43	a	0.51	Affordable Housing	59 Units Affordable	2028
		b	0.92	Multifamily	149 Units MF	2024
		a	0.77	Affordable Housing	65 Units Affordable	2030
		b	0.32	Affordable Housing	66 Units Affordable	2030
		c	0.34	Affordable Housing	62 Units Affordable	2034
14/1	1.44	a-e	1.44	1-6 Unit Homes	5 1-6 Unit Homes	2021
14/2	0.76	a-b	0.76	Rowhomes	12 Rowhomes	2022
15/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2022
16/1	1.49	-	1.49	Multifamily	211 Units MF	2022
17/1	1.43	-	1.43	Multifamily	192 Units MF	2024
18/1	1.43	-	1.43	Multifamily	197 Units MF	2025
19/1	0.86	a-e	0.86	1-6 Unit Homes	5 1-6 Unit Homes	2022
19/2	0.68	a-b	0.68	Rowhomes	11 Rowhomes	2022
20/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2023
21/1	1.14	a-d	1.14	Rowhomes	20 Rowhomes	2023
22/1	1.64	-	1.64	Multifamily	129 Units MF	2025
		a	0.32	Affordable Housing	59 Units Affordable	2032
		b	1.38	Multifamily	205 Units MF	2027
24/1	1.70	a	0.51	Affordable Housing	55 Units Affordable	2035
		b	1.19	Multifamily	159 Units MF	2027
25/1	0.79	a-e	0.79	1-6 Unit Homes	5 1-6 Unit Homes	2023
25/2	0.68	a-b	0.68	Rowhomes	11 Rowhomes	2023
26/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2024
27/1	1.21	a-d	1.21	Rowhomes	22 Rowhomes	2024
28/1	1.26	-	1.26	Multifamily	176 Units MF	2025
29/1	2.98	a	1.37	Multifamily	173 Units MF	2029
		b	1.61	Multifamily	219 Units MF	2029
30/1	5.15	-	5.15	Ballfields	Ballfields	2020
31/1	0.89	a-e	0.89	1-6 Unit Homes	5 1-6 Unit Homes	2024
31/2	0.76	a-b	0.76	Rowhomes	13 Rowhomes	2024
32/1	1.37	a-d	1.37	Rowhomes	26 Rowhomes	2025
		a	0.99	Affordable Housing	55 Units Affordable	2025
		b	0.76	Affordable Housing	55 Units Affordable	2026
34/1	5.36	-	5.36	Office	100K SF Light Office	2028
35/1	2.15	a-j	2.15	1-6 Unit Homes	10 1-6 Unit Homes	2024
35/2	0.76	a-b	0.76	Rowhomes	13 Rowhomes	2025
36/1	1.37	a-d	1.37	Rowhomes	26 Rowhomes	2025

The above projects reflect proposed amounts and are not indicative of final metrics. The Developer reserves the right to adjust these values and uses to any that are permissible in the approved Master Plan and Redevelopment Agreement.

Denotes Wolmer parcel.

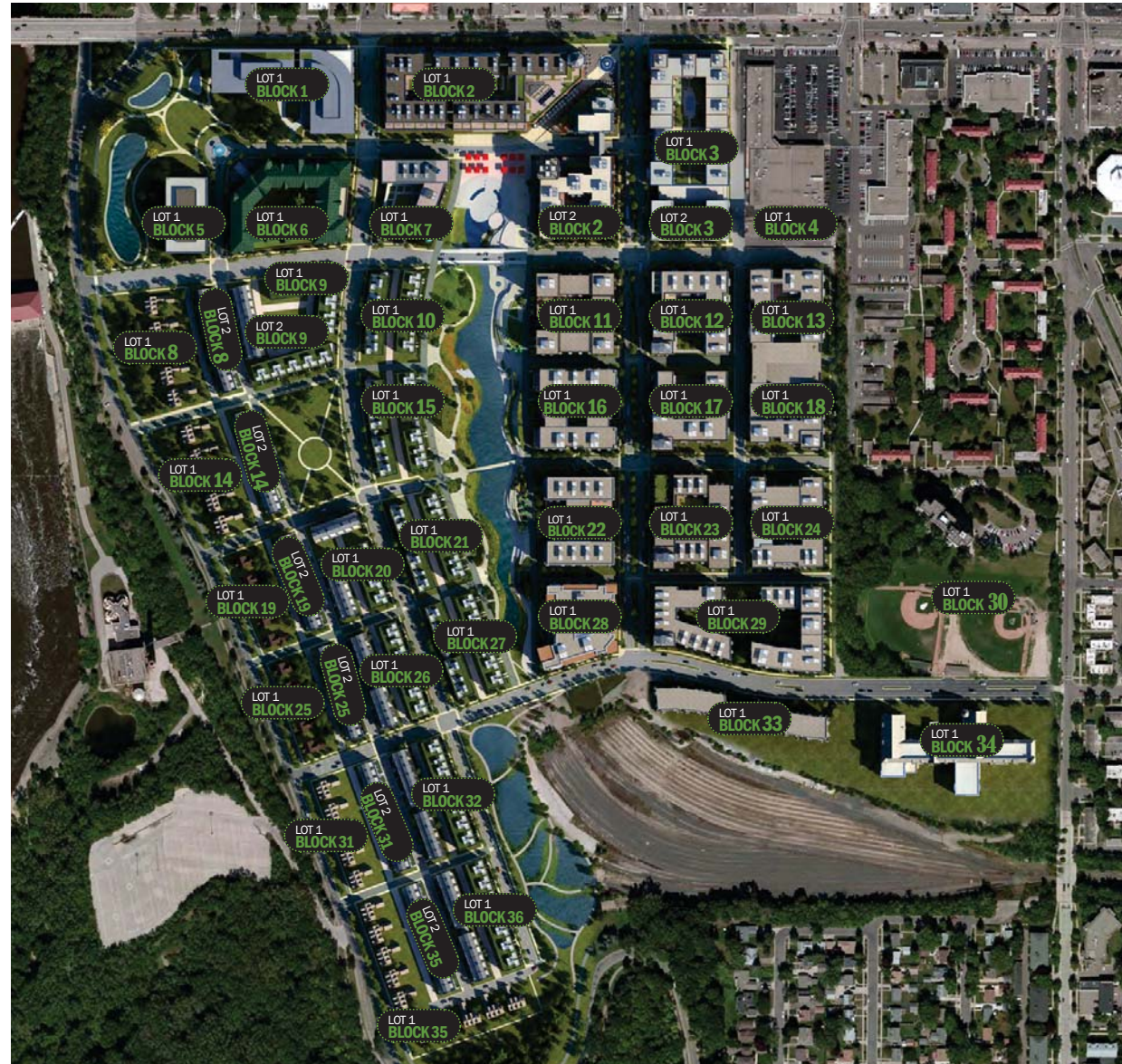


Exhibit D

Form of Disbursing Agreement

MASTER DISBURSING AGREEMENT (Ford Site)

This Master Disbursing Agreement (this “Agreement”) is entered into effective as of December ___, 2019 by and among the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation (the “City”); the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the “Authority”); PROJECT PAUL, LLC, a Delaware limited liability company (“Developer”); WELLS FARGO BANK NATIONAL ASSOCIATION, a national banking association (“Senior Lender”); DOUGHERTY FUNDING LLC, a Delaware limited liability company (“TIF Lender”, together with Senior Lender, each a “Lender”, and collectively, the “Lenders”); and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (“Disbursing Agent”).

Recitals:

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

B. Pursuant to and in accordance with the Redevelopment Agreement and the SIPA, Developer will design, engineer, develop, construct, and install certain horizontal infrastructure improvements and other improvements benefiting the public (collectively and as further defined in the Redevelopment Agreement, the “Site Improvements”), which Site Improvements are intended to result in the creation of development-ready land parcels in the Redevelopment Area for the development and construction of privately owned and maintained vertical improvements (“Vertical Development”) by certain secondary developers.

C. Pursuant to and in accordance with the Redevelopment Agreement, all costs to be incurred by Developer for the design, engineering, development, construction, and installation of the Site Improvements (collectively, the “Qualified Costs”) will be funded (i) in part by Developer through a mix of Developer equity and loan funds (collectively, the “Developer Funds”) and (ii) in part by the City and the Authority by providing Developer with certain financial assistance, including tax increment financing, such financial assistance being referred to herein and in the Redevelopment Agreement as the “Public Investment”, each in accordance with the Redevelopment Agreement and the budget matrix attached to this Agreement as **Exhibit B** (the “Sources and Uses Budget”, as the same may be updated from time-to-time in accordance with Section 3.2 of the Redevelopment Agreement [Cost Savings] and Article 14 of the SIPA [Change Orders]), which shows the sources and uses for all Developer Funds and Public Investment (collectively, the “Project Funds”).

D. As provided in the Redevelopment Agreement and as shown in the Sources and Uses Budget, the Project Funds will be provided from multiple fund sources (each a “Source”). The City and the Authority anticipate funding the Public Investment from the following Sources (each a “City Source”, and collectively, the “City Sources”):

- (i) issuance of one or more series of bonds to be repaid through the Available Tax Increments other than Pledged Tax Increments (the “City TIF Bonds”);
- (ii) funds for which the City and/or the Authority will be reimbursed from Available Tax Increment other than the Pledged Tax Increments (the “City PayGo TIF”);
- (iii) issuance of one or more series of capital improvement bonds (the “CIB Bonds”);
- (iv) issuance of one or more series of general obligation special assessment bonds (the “429 Assessment Bonds”); and
- (v) funds for which the City will be reimbursed from GI Assessments in accordance with the Redevelopment Agreement and the GI Ordinance (the “GI Funds”);

E. Developer anticipates funding the Developer Funds from the following Sources (each a “Developer Source”, and collectively, the “Developer Sources”):

- (i) Developer equity (“Developer Equity”);
- (ii) funds initially provided by Developer and by proceeds from a loan to be provided by TIF Lender secured by the TIF Note (the “TIF Loan”) and which are to be reimbursed by the Authority from Pledged Tax Increment pursuant to the TIF Note (the “Developer PayGo TIF Loan”); and
- (iii) proceeds from a loan to be provided by Senior Lender (the “Senior Loan”), secured by a mortgage lien on certain portions of the Property owned by Developer.

F. Developer intends to design and construct the Site Improvements in a series of phases (each a “Phase”), and depending on the scope of Site Improvements for any Phase, such Phase may be funded by one Source or multiple Sources in accordance with the Sources and Uses Budget.

G. The City, the Authority, Developer, Senior Lender, and TIF Lender (each a “Funding Party” and collectively, the “Funding Parties”) desire that Disbursing Agent act as its agent for the purpose of distributing the Project Funds for the payment of Qualified Costs.

H. The Funding Parties have agreed that the Project Funds will be disbursed by Disbursing Agent in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the representations, warranties, and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1 Definitions

1.1 Recitals; Definitions. The Recitals are incorporated into this Agreement by this reference, including the definitions set forth therein. For purposes of this Agreement, unless the context otherwise requires, all words and terms used herein which are defined in the Redevelopment Agreement shall have the same meanings as are assigned to such words or terms in the Redevelopment Agreement.

Article 2 Appointment; Disbursing Account; Subaccounts

2.1 Appointment of Disbursing Agent. The Funding Parties hereby appoint Disbursing Agent to serve as disbursing agent in connection with disbursements of the Project Funds. Disbursing Agent hereby accepts such appointment pursuant to the terms and conditions set forth in this Agreement. The Funding Parties agree that they will advance Project Funds for all Qualified Costs through Disbursing Agent as provided in this Agreement, except for payments to be made by Developer to either Lender (for interest and other charges) in accordance with the applicable loan agreement, which each Lender may advance directly to itself.

2.2 Establishment of Account. As a condition precedent to funding any Project Funds pursuant to this Agreement, Developer has established account number _____ with Disbursing Agent (the “Disbursing Account”). Within the Disbursing Account, the Disbursing Agent has established a subaccount (each a “Subaccount”) for each of the City Sources and each of the Developer Sources as follows:

(a) Subaccounts for City Sources:

(i) “City 429 Project Subaccount”, which the City shall fund in accordance with this Agreement for payment of the Qualified Costs listed in, and in an aggregate amount not to exceed the total amount listed in, the “429 Assessments” column of the Sources and Uses Budget, as the same may be adjusted in accordance with this Agreement, Redevelopment Agreement, and/or the SIPA.

(ii) “Green Infrastructure Subaccount”, which the City shall fund in accordance with this Agreement for payment of the Qualified Costs listed in, and in an aggregate amount not to exceed the total amount listed in, the “Green Infrastructure Finance” column of the Sources and Uses Budget, as the same may be adjusted in accordance with this Agreement, Redevelopment Agreement, and/or the SIPA.

(iii) “City GO TIF Subaccount”, which the City shall fund in accordance with this Agreement for payment of the Qualified Costs listed in, and in an aggregate amount not to exceed the total amount listed in, the “City GO TIF” column of the Sources and Uses Budget, as the same may be adjusted in accordance with this Agreement, Redevelopment Agreement, and/or the SIPA.

(iv) “City PayGo TIF Subaccount”, which the City shall fund in accordance with this Agreement for payment of the Qualified Costs listed in, and in an aggregate amount not to exceed the total amount listed in, and in an aggregate amount not to exceed the total amount listed in, the “City Pay-go TIF” column of the Sources and Uses Budget, as the same may be adjusted in accordance with this Agreement, Redevelopment Agreement, and/or the SIPA.

(v) “City GO CIB Subaccount”, which the City shall fund in accordance with this Agreement for payment of the Qualified Costs listed in, and in an aggregate amount not to exceed the total amount listed in, the “City GO CIB” column of the Sources and Uses Budget, as the same may be adjusted in accordance with this Agreement, Redevelopment Agreement, and/or the SIPA.

(b) Subaccounts for Developer Sources:

(i) “Developer Funds Subaccount”, which Developer shall fund in accordance with this Agreement for payment of the Qualified Costs listed in the “Developer Funds” column of the Sources and Uses Budget, as the same may be adjusted in accordance with this Agreement, Redevelopment Agreement, and/or the SIPA.

(ii) “Senior Loan Subaccount”, which Senior Lender may fund for purposes of providing Developer Funds in accordance with this Agreement and the loan documents between Developer and Senior Lender.

(iii) “Developer 429 Project Subaccount”, which Developer and TIF Lender shall fund in accordance with this Agreement for payment of the Qualified Costs listed in, and in an aggregate amount not to exceed the total amount listed in, the “Developer Pay-go Note for 429 Project” column of the Sources and Uses Budget, as the same may be adjusted in accordance with this Agreement, Redevelopment Agreement, and/or the SIPA.

(iv) “Developer PayGo TIF Loan Subaccount”, which Developer and TIF Lender shall fund in accordance with this Agreement for payment of the Qualified Costs listed in, and in an aggregate amount not to exceed the total amount listed in, the “Developer Pay-go Note” column of the Sources and Uses Budget.

Unless otherwise instructed in writing by a Funding Party with respect to its applicable Subaccount, Disbursing Agent shall hold all Subaccounts within the Disbursing Account in “noninterest-bearing transaction accounts” insured by the Federal Deposit Insurance Corporation to the applicable limits. The amounts available in the various Subaccounts within the Disbursing Account shall at all times remain available for distribution in accordance with Article 3.

Article 3

Draw Requests; Disbursements

3.1 Purpose of Disbursements. Subject to the terms of this Agreement, Disbursing Agent is authorized and directed to disburse Project Funds to pay Qualified Costs.

3.2 Funding and Disbursements by Phase and by Source.

(a) Generally. Subject to clauses (b), (c), and (d) below, for any Phase which requires Project Funds from two or more Sources in accordance with the Sources and Uses Budget, the Project Funds from such Sources shall be funded on a pro rata basis based on each Source’s respective share for each item/use applicable to such Phase as set forth in the Sources and Uses Budget.

(b) 429 Improvements Project. Notwithstanding any provision in this Agreement to the contrary, all Qualified Costs for the 429 Improvement Project will be funded first from the City

429 Project Subaccount and, second, to the extent of any shortfall in the City 429 Project Subaccount, from the Developer 429 Project Subaccount.

(c) City PayGo TIF. Notwithstanding any provision in this Agreement to the contrary, Project Funds from the City PayGo TIF Subaccount will be funded by the City, and may be disbursed under this Agreement, only after all other Project Funds allocated to the same categories of Qualified Costs in the Sources and Uses Budget have been fully disbursed (i.e., City PayGo TIF will be “last in”).

(d) Senior Loan. Notwithstanding any provision in this Agreement to the contrary, Project Funds provided by Senior Lender for the Qualified Costs listed in the “Developer Pay-go Note” and “Developer Pay-go Note for 429 Project” columns of the Sources and Uses Budget, if any, will be funded by Senior Lender only after the TIF Loan is fully funded.

3.3 Conditions to Pre-Construction Disbursements. Prior to the first disbursement of Project Funds hereunder for any Phase for Qualified Costs related to design, engineering, and other pre-construction-related Qualified Costs for such Phase, Developer must furnish to Disbursing Agent, each of the other Funding Parties, and Due Diligence Associates, Inc., or such other inspecting engineer selected by the Lenders (the “Project Inspector”):

(a) A budget for such Phase executed by Developer setting forth the amount of Project Funds budgeted for such Phase, the Sources and uses of such Project Funds for such Phase in accordance with the Sources and Uses Budget, and an estimate of the scheduled dates for disbursements of such Project Funds (each a “Phase Budget”).

(b) A preliminary sworn statement prepared and signed by Developer disclosing all Contracts entered into by Developer for such Phase as of such date, including all design, engineering, and construction contracts (the “Contracts”), including any Contract with Ryan Companies US, Inc. (the “General Contractor”), and setting forth the proportionate share of Contracts allocated to such Phase (if applicable), the names of all such consultants and contractors with whom Owner has contracted to date with respect to such Phase (each a “Contractor”), their addresses, work or materials to be furnished, amounts of the contracts, amounts paid to date, and balance due, and including all other costs, including financing fees, legal fees, and other soft costs applicable to such Phase (the “Developer’s Phase Sworn Statement”), in substantially the form attached as Exhibit C.

(c) Executed copies of any Contracts, and any other Contract documents, reasonably required by Disbursing Agent, Senior Lender, or TIF Lender.

3.4 Conditions to Construction Disbursements. Prior to the first disbursement of Project Funds hereunder for any Phase for Qualified Costs related to construction-related Qualified Costs for such Phase, Developer must furnish to Disbursing Agent, each of the other Funding Parties, and the Project Inspector:

(a) A copy of the Site Improvement Permit(s) (as defined in the SIPA) applicable to such Phase.

(b) A copy of the Final Ordinance Permit Plans and/or Final Site Plan (each as defined in the SIPA) applicable to such Phase.

(c) A sworn statement prepared and signed by General Contractor disclosing all design, engineering, and construction contracts (the “Subcontracts”) entered into by General

Contractor for such Phase, and setting forth the proportionate share of Subcontracts allocated to such Phase (if applicable), the names of all such consultants and contractors with whom Contractor has contracted to date (each a “Subcontractor”), their addresses, work or materials to be furnished, amounts of the contracts, amounts paid to date, and balance due (the “Contractor’s Phase Sworn Statement”), in substantially the form attached as **Exhibit C**.

- (d) An updated Phase Budget for the applicable Phase.
- (e) An updated Developer’s Phase Sworn Statement for the applicable Phase.
- (f) Executed copies of any additional Contracts and Subcontracts, and any other Contract or Subcontract documents, required by Disbursing Agent in its reasonable discretion.

3.5 Draw Requests and Procedures.

(a) Draw Package. Whenever Developer desires to obtain an advance of Project Funds (an “Advance”), but not more frequently than once every 30 days, Developer shall submit the following documentation to the Disbursing Agent (collectively, a “Draw Package”), each of the other Funding Parties, and the Project Inspector at least 10 Business Days prior to the date on which the requested Advance is to be made (“Advance Date”).

(i) A signed draw request in substantially the form attached as **Exhibit D-1** (each a “Draw Request”).

(ii) A certificate, relating to each Contractor and Subcontractor who is to receive a disbursement from the Advance, signed by the architect or engineer in charge of construction of the applicable Site Improvements or by another construction supervisor approved by the Funding Parties, stating that such Contractor or Subcontractor has satisfactorily completed the work for which disbursement (less any required retainage) is requested in such Draw Request. Such certificate shall be in substantially the form of the application and certificate for payment attached as **Exhibit D-2** (each an “Application and Certificate for Payment”).

(iii) Evidence that Developer has satisfied the conditions to disbursement applicable to the respective Funding Party(ies) providing a portion of the requested Advance, as such conditions are set forth in **Exhibit D-3**.

(iv) Invoices and such other supporting evidence as may be requested by Disbursing Agent or the other Funding Parties to establish the cost or value of the Site Improvements for which disbursement is to be and has been made.

(v) A waiver of mechanic’s lien and/or materialman’s lien, executed by General Contractor, in the amount of the lienable costs of the Site Improvements payable from the requested Advance (including from Developer’s Equity), together with a waiver of mechanic’s lien and/or materialman’s lien, executed by each other Contractor and Subcontractor providing lienable work or services to which any portion of the immediately preceding Advance (“Prior Advance”) of Project Funds (including any Developer’s Equity) was paid, covering liens for all work done and materials supplied for which disbursement was made from the Prior Advance or from Developer’s equity, in the form required by either Lender and/or Disbursing Agent. Such waivers shall be submitted in

each case, unless Disbursing Agent determines that the Contractor's claim would not give rise to such a lien.

(vi) An updated Developer's Phase Sworn Statement and an updated Contractor's Sworn Statement setting forth the Contractors and Subcontractors, the amount of each Contract, the amount paid to date, the amount being requested and the balances due.

(vii) An updated Phase Budget.

(viii) An updated Sources and Uses Budget reflecting all Sources and uses, *i.e.* the amount paid to date, the amount being requested and the Sources/Qualified Costs remaining, in substantially the form attached as **Exhibit B**.

(b) **Advances; Payments.** Subject to Section 3.2(a) above and clause (c) below, on each Advance Date, if Developer has complied with the terms and conditions of Section 3.5(a) to the satisfaction of the Disbursing Agent and the applicable Funding Party(ies), each Funding Party (including Developer) shall advance to Disbursing Agent, in a manner satisfactory to Disbursing Agent, the principal amount of each Funding Party's share of the requested Advance (less five percent retainage, except the City will directly withhold such retainage applicable to the City Sources and release to Developer in accordance with the SIPA), and less amounts payable to and advanced by either Lender to itself). Disbursing Agent shall, as promptly as possible thereafter, if all of the conditions of this Agreement have been complied with in a manner satisfactory to Disbursing Agent, and if Disbursing Agent has not received written notice from any Funding Party that a Developer default exists under the Redevelopment Agreement, the SIPA, or any loan agreement with a Lender, disburse the proceeds so received from the Funding Parties by delivering to the General Contractor, directly either a check for or by wire transfer the amounts set forth in such Draw Request and the General Contractor shall then promptly pay each other Contractor and Subcontractor identified in the Draw Request.

(c) **Advances with Multiple Sources.** If Project Funds from multiple Sources are being advanced in a single Draw Request, then as an additional condition to disbursing any Project Funds for such Advance, all applicable Funding Parties shall have funded their respective portion of such Advance; provided, however, each Funding Party may thereafter direct the Disbursing Agent to disburse such Funding Party's Source of Project Funds without the prior written consent of any other Funding Party.

(d) **Other Costs.** The provisions of this Agreement requiring submission of an Application and Certificate for Payment and related documents specified in Section 3.5(a) shall not apply with respect to Project Funds to be disbursed for the items listed below, which may be disbursed in full upon submission of a Draw Request listing such items signed by Developer, and/or the following special documentation, if any, to Disbursing Agent and the applicable Funding Parties, or as otherwise provided on **Exhibit D-3**:

ITEM	SPECIAL DOCUMENTATION
Lender charges (interest, fees, etc.)	Notice of amount and date to Disbursing Agent
Attorneys' fees (including Lender's counsel) and Project Inspector's fees	Copy of Statement
Real estate taxes on the Property and Improvements	Copy of Bill
Insurance Premiums	Copy of Statement

Other indirect Costs (non-construction items)	As reasonably specified by Lender and Disbursing Agent
-----------------------------------------------	--------------------------------------------------------

Subject to written consent from Disbursing Agent and the applicable Funding Parties, if Developer has paid certain Qualified Costs, Disbursing Agent may disburse Project Funds advanced for payment of such Qualified Costs directly to Developer, as a reimbursement for such payment; provided that all of the other requirements of this Agreement, including but not limited to the presentation of waivers of lien with respect thereto, are fulfilled.

(e) Changes to Disbursement Procedures. The Funding Parties and Disbursing Agent may take such steps as it may deem appropriate, at its option, to verify the application of Project Funds to work done and material furnished for the Project Improvements, and to vary the disbursement procedures herein set forth, if the same becomes necessary or desirable to assure the proper application of Project Funds with respect to disbursements made pursuant hereto, including but not limited to any Funding Party instructing Disbursing Agent to make disbursements directly to Subcontractors and suppliers. However, neither Lender shall be obligated to conduct any such verification or to so vary said procedures.

Article 4 **Reporting; Liability; Indemnity**

4.1 Record Keeping. Disbursing Agent shall keep records showing the names of all Contractors, Subcontracts, and other payees to whom disbursements of Project Funds are made by Disbursing Agent, the date of each disbursement, and the amount of each disbursement, which records may be inspected by any Funding Party. The parties acknowledge that neither Disbursing Agent nor any Lender shall be responsible for creating, furnishing or reporting any IRS 1099 notices or filings for any payments it disburses under this Agreement for the parties. At the request of a Funding Party, Disbursing Account shall issue a monthly account statement for the Disbursing Account and each Subaccount reflecting activity for the preceding month.

4.2 Improper Documentation. If Disbursing Agent shall determine, in its reasonable judgment, that proper documentation to support a given Advance, as required by this Agreement, has not been furnished, Disbursing Agent shall withhold payment of such portion of such Advance as shall not be so supported by proper documentation, and shall promptly notify Developer and the other Funding Parties of the discrepancy in or omission of such documentation. Until such time as such discrepancy or omission is corrected to the satisfaction of Disbursing Agent, it shall withhold such amount. In the event that such discrepancy or omission is not corrected within a reasonable time, Disbursing Agent shall, upon demand of any Funding Party, return such withheld funds to the requesting Funding Party, to be held by such Funding Party. Any such Project Funds advanced by a Funding Party shall be advanced in accordance with the applicable loan agreement or Redevelopment Agreement and SIPA, as applicable, before additional Project Funds are advanced or, if a default occurs, at the option of such Funding Party, applied to the outstanding balance of the Senior Loan or TIF Loan, as applicable. All such amounts, whether withheld by Disbursing Agent or escrowed with either Lender, shall continue to bear interest as set forth in the applicable loan documents from the date advanced by such Lender to Disbursing Agent, unless applied to the outstanding balance of the Senior Loan or TIF Loan, as applicable.

4.3 Developer to Inspect Site Improvements. Developer shall be responsible for making inspections of the Site Improvements during the course of construction, and shall determine to its own satisfaction that the work done or material supplied by the Contractors and Subcontractors to whom disbursements are to be made out of each Advance has been properly done or supplied in accordance with

applicable contracts with such Contractors and Subcontractors. Neither Disbursing Agent, any other Funding Party, nor Project Inspector shall be required to conduct any inspection of the Site Improvements.

4.4 Limitation on Liability. It is expressly understood and agreed that neither Disbursing Agent, any Funding Party (other than Developer), nor Project Inspector assumes any liability or responsibility for the satisfactory completion of the Site Improvements, for the adequacy of funds advanced or disbursed by either of them pursuant hereto to complete the Site Improvements, for inspections during construction, or for any acts on the part of Developer, the Contractors, or the Subcontractors to be performed in the construction of the Site Improvements.

4.5 Duties of Disbursing Agent. Functions and duties assumed by Disbursing Agent include only those described in this Agreement and Disbursing Agent is not obligated to act except in accordance with the terms and conditions of this Agreement. Disbursing Agent does not insure that the Site Improvements will be completed, nor that any Site Improvements will be in accordance with the plans and specifications, nor that sufficient funds will be available for the completion of the Site Improvements. Disbursing Agent may conclusively rely upon any document believed by Disbursing Agent to be genuine and to have been signed or presented by the property parties, consistent with reasonable due diligence on Disbursing Agent's part.

4.6 Fees. The Funding Parties contemplate ____ draws will occur for the Site Improvements. Disbursing Agent's fee for disbursement shall be \$350 per draw for each of the first three draws and \$175 per draw each subsequent draw thereafter. Disbursing Agent reserves the right to charge additional reasonable and customary fees should circumstances warrant.

Article 5 Miscellaneous

5.1 Notices. Any notice, approval, consent, payment, demand, communication, authorization, delegation, recommendation, agreement, offer, report, statement, certification or disclosure required or permitted to be given or made under this Agreement, whether or not expressly so stated, shall not be effective unless and until given or made in writing and shall be deemed to have been duly given or made as of the following date: (a) if delivered personally by courier or otherwise, then as of the date delivered or if delivery is refused, then as of the date presented; (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or courier service, then as of the date received; or (c) if sent by email, then either (i) as of the date the email transmission is actually received into the email inbox of the recipient thereof if received by the recipient at or before 5:00 p.m. (receiver's time) on any Business Day, or (ii) as of the next Business Day if the time of the appropriate receipt of the email transmission into the email inbox of the recipient is after 5:00 p.m. (receiver's time) or is not a Business Day. 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 Disbursing Agent:	First American Title Insurance Company 121 South 8th Street, Suite 1250 Minneapolis, MN 55402 Attn: Construction Disbursing Email: disbursing.mn@firstam.com
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If to the City:	City of St. Paul (PED) City Hall Annex 25 West 4th Street, Suite 1300 St. Paul, MN 55102 Attn: Director of Planning and Economic Development
With a copy to:	City of St. Paul (OFS) 700 City Hall and Courthouse 15 Kellogg Boulevard West Saint Paul, MN 55102 Attn: Finance Director
With a copy to:	Office of the City Attorney (CAO) 400 City Hall 15 West Kellogg Boulevard Saint Paul, MN 55102 Attn: City Attorney
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 Senior Lender	Wells Fargo Bank, National Association 90 South Seventh Street, 18th Fl. MAC N9305-18B Minneapolis, MN 55402 Attn: John Rent John.e.rent@wellsfargo.com

With a copy to:	<p>Wells Fargo Bank, National Association Wells Fargo Loan Center Commercial Real Estate Loan Services MAC N9300-085 600 South Fourth Street, 8th Floor Minneapolis, MN 55415-1526 Attention: Lee Thor Lee.thor@wellsfargo.com</p> <p>Wells Fargo Bank, National Association Commercial Real Estate Portfolio Services 10 S. Wacker Drive, Suite 3200 Chicago, IL 60606 Attn: Pamela Probst probstpj@wellsfargo.com</p>
If to TIF Lender	<p>Dougherty Funding LLC 90 South Seventh Street Suite 4300 Minneapolis, MN 55402 Attn: Loan Servicing Department nmurphy@doughertymarkets.com</p>
With a copy to:	<p>Fabyanske, Westra, Hart & Thomson, P.A. 333 South Seventh Street Suite 2600 Minneapolis, MN 55402 Attn: Rory O. Duggan Email: RDuggan@fwhtlaw.com</p>
If to Developer:	<p>c/o Ryan Companies US, Inc. 533 South Third Street, Suite 100 Minneapolis, MN 55415 Attn: Tony Barranco Email: tony.barranco@ryancompanies.com</p>
With a copy to:	<p>c/o Ryan Companies US, Inc. 533 South Third Street, Suite 100 Minneapolis, MN 55415 Attn: Audra Williams Email: audra.williams@ryancompanies.com</p> <p>Dorsey & Whitney LLP 50 South Sixth Street, Suite 1500 Minneapolis, MN 55402 Attn: Jay R. Lindgren Email: lindgren.jay@dorsey.com</p>

5.2 Amendments. The provisions of this Agreement shall not be amended, terminated, or deleted, except by an instrument in writing duly executed by all parties hereto, their respective successors and assigns.

5.3 Reimbursement of Attorneys' Fees. Whenever a default occurs and the non-defaulting party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement under this Agreement, the defaulting party shall, within 10 days of written demand by the non-defaulting party pay to such non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by non-defaulting party. In the event of any enforcement action hereunder following a default, the prevailing party, in addition to other relief, shall be entitled to an award of attorney's fees and costs. The parties waive their right to a jury trial on the issues of who is the prevailing party and the reasonable amount of attorneys' fees and costs to be awarded to the prevailing party. Those issues will be decided by the trial judge upon motion by one or both parties, such motion to be decided based on the record as of the end of the jury trial augmented only by the testimony and/or affidavits from the attorneys and their staff. The parties agree that, subject to the trial judge's discretion, the intent of this clause is to have all issues related to the award of attorneys' fees and costs decided by the trial judge as quickly as practicable. Notwithstanding the foregoing, Section 12.7 of the Redevelopment Agreement shall apply with respect to the City and the Authority.

5.4 Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that Disbursing Agent may not assign its duties hereunder without the prior written consent of the Funding Parties.

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

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

5.7 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, via email through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing.

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

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

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

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

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

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

Notary Public

APPROVED AS TO FORM

Assistant City Attorney

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

By: _____
Its Chair

By: _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

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

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

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

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

WELLS FARGO BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: John Rent
Its: Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

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

Notary Public

DOUGHERTY FUNDING LLC,
a Delaware limited liability company

By: _____

Name: _____

Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____, the _____ of Dougherty Funding LLC, a Delaware limited
liability company, on behalf of the limited liability company.

Notary Public

FIRST AMERICAN TITLE INSURANCE
COMPANY,
a Nebraska corporation

By: _____

Name: _____

Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____, the _____ of First American Title Insurance Company, a
Nebraska corporation, on behalf of the corporation.

Notary Public

Exhibit A

Legal Description of the Property

Park A, Park B, Park C, and Park D;

Outlot A, Outlot B, Outlot C, and Outlot D;

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 11;

Lot 1, Block 12;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1, Block 16;

Lot 1, Block 17;

Lot 1, Block 18;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1, Block 22;

Lot 1, Block 23;

Lot 1, Block 24;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 28;

Lot 1, Block 29;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

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

Exhibit B

Sources and Uses Budget

Exhibit H - Sources and Uses

Streets	Project Cost	Developer Funds	Developer Pay-go Note	Developer Pay-go Note		Green Infrastructure		City GO TIF	City Pay-go TIF	City GO CIB
				for 429 Project	429 Assessments	Finance				
Streets: Paving/Curb & Gutter	\$ 8,164,567	\$ -	\$ 3,712,130	\$ 1,000,000	\$ 2,231,186	\$ -	\$ 810,680	\$ 410,571	\$ -	
Streets: Traffic Signals/Street Lighting	4,579,722	-	1,066,990	1,000,000	1,250,778	-	476,316	785,638	-	
Street: Trees	660,298	-	298,690	-	180,015	-	70,698	110,894	-	
Bridges: Vehicle & Pedestrian	4,568,630	-	1,395,227	660,657	1,250,646	-	456,863	805,238	-	
Sidewalks	3,422,775	-	1,543,748	-	935,310	-	352,775	590,942	-	
Streets: Landscaping/Site Furnishings	1,704,402	-	768,028	-	466,077	-	173,581	296,717	-	
Ryan offsites in TIF Project Area	4,274,622	-	4,274,622	-	-	-	-	-	-	
Streets Total before grading costs	\$ 27,375,017	\$ -	\$ 13,059,435	\$ 2,660,657	\$ 6,314,012	\$ -	\$ 2,340,913	\$ 3,000,000	\$ -	
Site Utilities excluding Central Stormwater										
Site Utilities: Water	\$ 5,352,575	-	5,352,575	-	-	-	-	-	-	
Site Utilities: Sanitary	5,823,209	86,400	3,935,951	-	1,800,858	-	-	-	-	
Site Utilities: Storm (Excluding Central Stormwater)	6,596,484	-	5,572,011	-	1,024,473	-	-	-	-	
Site Utilities before grading	\$ 17,772,268	\$ 86,400	\$ 14,860,537	\$ -	\$ 2,825,331	\$ -	\$ -	\$ -	\$ -	
Mass Grading										
Site Balance: Park Space	\$ 957,208	\$ 957,208	-	-	-	-	-	-	-	
Site Balance: Stormwater	482,575	-	482,575	-	-	-	-	-	-	
Site Balance: Civic Square	87,808	87,808	-	-	-	-	-	-	-	
Site Balance: Right of Way	2,043,561	-	1,755,731	-	-	-	287,831	-	-	
Site Balance: Private Development	3,111,352	3,111,352	-	-	-	-	-	-	-	
Total Mass Grading	\$ 6,682,505	\$ 4,156,368	\$ 2,238,306	\$ -	\$ -	\$ -	\$ 287,831	\$ -	\$ -	
Storm Utilities										
Central Stormwater Utility	\$ 13,662,672	\$ -	-	-	-	7,281,292	6,381,380	-	-	
Gateway Grounds: Utility (Storm Ponds)	1,000,970	-	503,395	-	-	497,575	-	-	-	
Hidden Falls Headwater: Utility (Storm Ponds)	1,824,417	-	1,171,597	-	-	652,820	-	-	-	
Storm Utilities	\$ 16,488,059	\$ -	\$ 1,674,992	\$ -	\$ -	\$ 8,431,687	\$ 6,381,380	\$ -	\$ -	
Green Spaces: Estimated Cost										
Central Water Feature: Enhancements	\$ 4,997,875	\$ 4,997,875	-	-	-	-	-	-	-	
Civic Square	5,354,023	5,354,023	-	-	-	-	-	-	-	
subtotal	\$ 10,351,898	\$ 10,351,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Gateway Grounds: Enhancements	\$ 1,441,016	-	-	-	-	-	-	-	\$ 1,441,016	
Hidden Falls Headwater: Enhancements	1,808,750	-	-	-	-	-	-	-	1,808,750	
Neighborhood Plaza	1,704,685	-	-	-	-	-	-	-	1,704,685	
Community Gardens	337,674	-	-	-	-	-	-	-	337,674	
Total Green Space Infrastructure	\$ 15,644,023	\$ 10,351,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,292,125	
Total Site Infrastructure net of City Projects	\$ 83,961,872	\$ 14,594,666	\$ 31,833,270	\$ 2,660,657	\$ 9,139,343	\$ 8,431,687	\$ 9,010,124	\$ 3,000,000	\$ 5,292,125	

Exhibit C

Form of Sworn Statement

Sworn Construction Statement

ITEM NO.	A	B	C	D	E	F	F	F	F	F	F	F	F
		DESCRIPTION OF WORK	Estimated Cost	Subcontracted Cost	Subcontractor	Developer Funds	Developer PayGO TIF	TIF (GO/Rev - City Obligation)	City PayGO Tif (City Obligation)	429 Rev or GO Assessment Bonds	CIB BONDS (City Responsibility)	MSA Funds (City Responsibility)	GI District Connection Fees
		Streets											
		Phase 1 (2020-2021)											
1		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5		Phase 2 (2022)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10		Phase 3 (2023)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15		Phase 4 (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20		Phase 5 (2025)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25		Site Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26		Phase 1 (2020-2021)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31		Phase 2 (2022)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36		Phase 3 (2023)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38		Subcontract #2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39		Subcontract #3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40		Soft Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41		Phase 4 (2024)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42		Subcontract #1	\$ -	\$ -	\$ -	\$ -	\$						

106	Subcontract #1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
107	Subcontract #2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
108	Subcontract #3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
109	Soft Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
110	Civic Square	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
111	Subcontract #1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
112	Subcontract #2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
113	Subcontract #3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
114	Soft Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
115	Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
116	Gateway Park	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
117	Subcontract #1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
118	Subcontract #2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
119	Subcontract #3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
120	Soft Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
121	Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
122	Hidden Falls Headwater	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
123	Subcontract #1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
124	Subcontract #2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
125	Subcontract #3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
126	Soft Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
127	Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
128	Neighborhood Park	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
129	Subcontract #1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
130	Subcontract #2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
131	Subcontract #3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
132	Soft Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
133	Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
134	City Park	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
135	Subcontract #1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
136	Subcontract #2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
137	Subcontract #3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
138	Soft Costs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
139	Total	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

I, _____, being first duly sworn, on oath, depose and say that I am the _____ [INSERT OFFICER TITLE] of Ryan Companies US, Inc., the General Contractor for the construction of the _____ project, to be erected upon the land legally described or **Exhibit A** attached hereto, and that the above are all of the bills either for labor or material furnished or to be furnished in the improvement of the said premises and that the amounts listed are substantially correct.

By: Ryan Companies US, Inc.

By: _____

Its:

Subscribed and sworn to before me this _____ day
of _____, 20____.

Notary Public

Exhibit D-1

Form of Draw Request

**Draw Request
(Ford Site)**

Number # _____

Date: _____

The undersigned, PROJECT PAUL, LLC, a Delaware limited liability company (“Developer”), pursuant to that certain Master Disbursing Agreement (Ford Site) dated December __, 2019 (the “Agreement”), by and among Developer, CITY OF SAINT PAUL, MINNESOTA, a municipal corporation; the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA; a public body corporate and politic organized and existing under the laws of the State of Minnesota; WELLS FARGO BANK NATIONAL ASSOCIATION, a national banking association; DOUGHERTY FUNDING LLC, a Delaware limited liability company; and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (“Disbursing Agent”), hereby certifies and requests as follows:

1. Terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Developer requests that the following amounts be paid by the Disbursing Agent to the following persons from the Project Funds:

<u>Name and Address of Payee</u>	<u>Amount Requested to be Paid</u>
Project Paul, LLC 50 South 10th Street, Suite 300 Minneapolis, MN 55403	\$ _____

3. Enclosed with this Draw Request are invoices and/or other documentation with respect to each item for which payment is requested pursuant to paragraph 2 hereof.

4. In accordance with Section 3.5 of the Agreement, also enclosed with this Draw Request are the following: [Update as applicable for each Draw Request]

(a) [A certificate, relating to each Contractor and Subcontractor who is to receive a disbursement from the Advance, signed by the architect or engineer in charge of construction of the applicable Site Improvements or by another construction supervisor approved by the Funding Parties, stating that such Contractor or Subcontractor has satisfactorily completed the work for which disbursement (less any required retainage) is requested in such Draw Request. Such certificate shall be in substantially the form of the application and certificate for payment attached as **Exhibit D-2** (each an “Application and Certificate for Payment”).

(b) Evidence that Developer has satisfied the conditions to disbursement applicable to the respective Funding Party(ies) providing a portion of the requested Advance, as such conditions are set forth in **Exhibit D-3**.

(c) Invoices and such other supporting evidence as may be requested by Disbursing Agent or the other Funding Parties to establish the cost or value of the Site Improvements for which disbursement is to be and has been made.

(d) A waiver of mechanic's lien and/or materialman's lien, executed by General Contractor, in the amount of the lienable costs of the Site Improvements payable from the requested Advance (including from Developer's Equity), together with a waiver of mechanic's lien and/or materialman's lien, executed by each other Contractor and Subcontractor providing lienable work or services to which any portion of the immediately preceding Advance ("Prior Advance") of Project Funds (including any Developer's Equity) was paid, covering liens for all work done and materials supplied for which disbursement was made from the Prior Advance or from Developer's equity, in the form required by either Lender and/or Disbursing Agent. Such waivers shall be submitted in each case, unless Disbursing Agent determines that the Contractor's claim would not give rise to such a lien.

(e) An updated Developer's Phase Sworn Statement and an updated Contractor's Sworn Statement setting forth the Contractors and Subcontractors, the amount of each Contract, the amount paid to date, the amount being requested and the balances due.

(f) An updated Phase Budget.

(g) An updated Sources and Uses Budget reflecting all Sources and uses, *i.e.* the amount paid to date, the amount being requested and the Sources/Qualified Costs remaining, in substantially the form attached as **Exhibit B.**

5. Developer certifies that the disbursements are for Qualified Costs under the Redevelopment Agreement from the appropriate Sources in accordance with the Sources and Uses Budget.

6. Developer hereby requests that the Lenders approve this Draw Request and forward it to the Title Company for payment of the amounts listed in paragraph 2 hereof.

PROJECT PAUL, LLC,
a Delaware limited liability company

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

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Notary Public

Exhibit D-2

Application and Certificate for Payment

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

To: Owner
Owner Address
Owner Address

PROJECT: Ford Site Redevelopment
966 Mississippi Boulevard South
Saint Paul, MN 55116

APPLICATION NO: 1

APPLICATION DATE: 01/01/20
PERIOD FROM: 01/01/20
PERIOD TO: 01/31/20

ATTN: Owner Name

FROM (CONTRACTOR): RYAN COMPANIES US, INC.
533 South Third Street Suite 100
Minneapolis, MN 55415

PROJECT NO: 4596-000

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved This Month			
Number	Date Approved		
1	01/01/20		
2	01/01/20		
3	01/01/20		
		1,000.00	
		5,000.00	
		10,000.00	
TOTALS		16,000.00	0.00
Net change by Change Orders			16,000.00

ORIGINAL CONTRACT SUM	\$2,000,000.00
Net change by Change Orders	\$16,000.00
CONTRACT SUM TO DATE	\$2,016,000.00
TOTAL COMPLETED & STORED TO DATE	\$909,000.00
RETAINAGE 5.0%	\$45,450.00
TOTAL EARNED LESS RETAINAGE	\$863,550.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$900,000.00
CURRENT PAYMENT DUE	-\$36,450.00
AMOUNT DUE FROM PREVIOUS APPLICATION #	\$0.00
TOTAL AMOUNT DUE	-\$36,450.00

CONTRACTOR: RYAN COMPANIES US, INC.

By: _____

DATE: 01/01/20

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____, 20____.
Notary Public:
My Commission expires: _____

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

1

APPLICATION DATE:

1/1/2020

PERIOD FROM:

1/1/2020

TO:

1/31/2020

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	DESCRIPTION OF WORK	TOTAL SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH
					PREVIOUS APPLICATIONS	THIS APPLICATION				
						WORK IN PLACE	STORED MATERIALS			
1	Item 1	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,000,000.00
2	Item 2	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 900,000.00	\$ -	\$ -	\$ 900,000.00	90%	\$ 100,000.00
3	Item 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
4	Item 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
5	Item 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
6	Item 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
7	Item 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
8	Item 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
9	Item 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
10	Item 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
11	Item 11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
12	Item 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
13	Item 13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
14	Item 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
15	Item 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
16	Item 16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
17	Item 17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
18	Change Order 1	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -
19	Change Order 2	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -
20	Change Order 3	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	30%	\$ 7,000.00
21		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
22		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
23		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
24		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
25		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
26		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
27		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
28		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
29		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
30		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
31		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
32		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
33		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
	Total	\$ 2,000,000.00	\$ 16,000.00	\$ 2,016,000.00	\$ 900,000.00	\$ 9,000.00	\$ -	\$ 909,000.00	45%	\$ 1,107,000.00

Phase #: 1
Phase #: Subcontractor Name

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Exhibit D-3

Satisfaction of Conditions

- (1) City and Authority Conditions to Disbursement of City or Authority Project Funds

Satisfaction of all terms and conditions precedent for disbursements as set forth in the Redevelopment Agreement and SIPA.

- (2) Senior Lender Conditions to Disbursement of Senior Lender Project Funds

Satisfaction of all conditions precedent for disbursements as set forth in the loan documents evidencing the Senior Loan.

- (3) TIF Lender Conditions to Disbursement of TIF Lender Project Funds

Satisfaction of all conditions precedent for disbursements as set forth in the loan documents evidencing the TIF Loan

Exhibit E

Infrastructure Sources and Uses Cash Flow

[See attached.]

Infrastructure Sources and Uses Cash Flow
11/20/2019[illegible]

[illegible]

Developer Funds	
Developer PayGO TIF	
TIF (GO/Rev - City Obligation)	
City PayGo TIF (City Obligation)	
429 Rev or GO Assessment Bonds	
CIB Bonds	
GI District Connection Fee	

Exhibit F

Form of Site Improvement Performance Agreement

**Site Improvement Performance Agreement
(Ford Site)**

by and among

City of Saint Paul, Minnesota,

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

and

Project Paul, LLC, a Delaware limited liability company

December ___, 2019

This document was drafted by:
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402-1498

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LIST OF EXHIBITS

<u>Exhibit A</u>	Legal Description of the Property
<u>Exhibit B</u>	Off-Site Improvements
<u>Exhibit C</u>	Concept Scope
<u>Exhibit D</u>	Parks Design and Construction Schedule
<u>Exhibit E</u>	Project Schedule
<u>Exhibit F</u>	Sanitary Sewer System Maintenance Protocols
<u>Exhibit G</u>	Form of Completion Certificate
<u>Exhibit H</u>	Form of Public Infrastructure Conveyance
<u>Exhibit I</u>	Statement of Affirmative Action/Equal Opportunity Requirements
<u>Exhibit J</u>	Labor Standards/Wages
<u>Exhibit K</u>	Vendor Outreach Program Requirements
<u>Exhibit L</u>	Two Bid Policy
<u>Exhibit M</u>	Policy on the Use of Project Labor Agreements (Council File #09-584)
<u>Exhibit N</u>	Sustainable Building Policy

Site Improvement Performance Agreement
(Ford Site)

This Site Improvement Performance Agreement (“**Agreement**”) is made and entered into effective December __, 2019, by and between the CITY OF SAINT PAUL, MINNESOTA, a municipal corporation (“**City**”), HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, Minnesota, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“**Authority**”), and PROJECT PAUL, LLC, a Delaware limited liability company (“**Developer**”).

RECITALS

A. Developer is the owner of a portion of that certain real property located in the city of Saint Paul (“**City**”), state of Minnesota (“**State**”), which consists of approximately 122 acres of land, is located at 966 Mississippi River Boulevard, and is legally described on the attached **Exhibit A**, together with all rights and interests appurtenant to such land (collectively, the “**Property**”).

B. All land use and development of the Property is governed by the “Ford Site Zoning and Public Realm Master Plan” originally created and adopted the “Ford Site Zoning and Public Realm Master Plan” pursuant to City Council Resolution No. RES PH 17-261 and City Ordinance No. ORD 17-40, as amended by City Council Resolution No. RES PH 19-73 and City Ordinance No. ORD 19-19, and further amended by City Council Resolution No. RES PH 19-256 and City Ordinance No. ORD 19-54 (collectively, the “**Master Plan**”).

C. Developer has caused the Property to be subdivided into the lots, blocks, and outlots shown on the plat known as Ford, Ramsey County, Minnesota, as may be amended from time to time (the “**Plat**”).

D. In conjunction with Developer’s subdivision of the Property, and in accordance with the Master Plan and Legal Requirements, Developer intends to improve the Property and adjacent areas with certain public roads, trails, parks, stormwater facilities, sewers, and other public infrastructure improvements, each to be dedicated, transferred, and/or conveyed to the City to be publicly-owned and maintained (collectively, the “**Public Infrastructure**”), which such Public Infrastructure is more particularly described in Section 3.4.

E. In addition to the Public Infrastructure, Developer intends to improve certain portions of the Property with certain privately-owned and maintained site infrastructure improvements that will be publicly accessible (collectively, the “**Public Open Spaces**”), which such Public Open Spaces are more particularly described in Section 3.5.

F. The Public Infrastructure and the Public Open Spaces are collectively referred to in this Agreement as the “**Site Improvements**.”

G. The City, Developer, and the Authority are parties to that certain Redevelopment Agreement dated December __, 2019 (the “**Redevelopment Agreement**”), pursuant to which the City and the Authority will provide Developer with certain financial assistance, including tax increment financing, for Developer’s development and construction of the Public Infrastructure.

H. All Site Improvements to be constructed and installed on the Property, must be designed, engineered, permitted, and constructed pursuant to the terms and conditions of this Agreement and Legal Requirements.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others 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 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.

“Approved Cost Increase” as defined in Section 12.1

“AUAR” means the Final Alternative Urban Areawide Review and Mitigation Plan for redevelopment of the Property as approved and deemed adequate by the City and posted in the EQB Monitor on November 11, 2019.

“Authorized Representative” means, with respect to the Authority, the _____ of the Authority or his or her designee, and, with respect to the City, the _____ or his or her designee.

“Base Public Infrastructure” as defined in Section 8.2.

“Bonds” as defined in Section 16.1.

“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 Legal Requirements or executive Order to be closed.

“Central Stormwater Utility” has the meaning set forth in Section 3.4(c)

“City Indemnified Parties” as defined in Section 19.1.

“Civic Plaza” as defined in Section 3.5(c).

“Civic Square” as defined in Section 3.5(b).

“Completion Certificate” as defined in Section 15.5(a).

“Concept Scope” as defined in Section 3.4(f).

“Developer” means Project Paul, LLC, a Delaware limited liability company, and its permitted successors and/or assigns.

“Developer Default” as defined in Section 21.1.

“Disbursing Agreement” means that certain escrow and disbursing agreement executed by and among the City, Authority, Developer, certain of Developer’s lender, and a disbursing agent, in accordance with the Redevelopment Agreement.

“DSI” as defined in Section 4.2.

“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.

“Final Construction Documents” means, collectively, a City-approved Final Site Plan, Final Ordinance Permit Plans, and Final Park Plans, and each individually is a “Final Construction Document”.

“Final Ordinance Permit Plans” as defined in Section 6.1(e).

“Final Park Plans” as defined in Section 7.2(d).

“Final Site Plan” as defined in Section 5.1(d).

“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.

“Instruments of Service” means representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Developer, Subconsultants, Subcontractors. Instruments of Service may include drawings, specifications, studies, surveys, models, sketches, models and other similar materials.

“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 Site Improvements or any part of the Site Improvements, including, without limitation, the 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, the Americans With Disabilities Act (ADA), the AUAR and any Environmental Law.

“Master Plan” has the meaning set forth in Recital B.

“Off-Site Improvements” as defined in Section 3.4(e).

“Ordinance Permit Application Plans” as defined in Section 6.1(d).

“Ordinance Permit Development Plans” as defined in Section 6.1(c).

“Ordinance Permit Plans and Specifications” as defined in Section 6.1.

“Ordinance Permit Preliminary Plans and Specifications” as defined in Section 6.1(a).

“Ordinance Permit Schematic Design Plans” as defined in Section 6.1(b).

“Outlot” means an outlot of the Property, according to the Plat, any further subdivision of a Lot or Block which creates a new outlot.

“Parent” as defined in Section 25.1.

“Park Permit Plans” as defined in Section 7.2(c).

“Parks” as defined in Section 3.4(d).

“Parks Department” as defined in Section 7.1.

“Parks Plans and Specifications” as defined in Section 7.2.

“Permit Application” as defined in Section 4.2.

“Phase” as defined in Section 3.6.

“Preliminary Parks Plans and Specifications” as defined in Section 7.2(a).

“Preliminary Site Plan” as defined in Section 5.1(a).

“Product data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Developer to illustrate materials or equipment for some portion of the Public Infrastructure.

“Project Schedule” as defined in Section 8.1.

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

“Public Infrastructure” means, collectively, the Public ROW, Site Utilities, Central Stormwater Utility, Parks, and Off-Site Improvements, each as more particularly described in Section 3.4.

“Public Open Spaces” has the meaning set forth in Recital E and Section 3.5.

“Public ROW” as defined in Section 3.4(a).

“Public Works” as defined in Section 4.2.

“Record Documents” as defined in Section 15.5(a)(iii).

“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.

“Samples” are physical examples of materials, equipment or workmanship and establish standards for the Public Infrastructure.

“Schematic Park Design Plans” as defined in Section 7.2(b).

“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.

“Senior Lender” means the holder of Senior Loan, which at the Closing is Wells Fargo Bank, National Association, a national banking association, together with its successors and/or assigns solely as

the holder of the Senior Loan and subject to Section Error! Reference source not found. of the Redevelopment Agreement.

“Shop Drawings” are drawings, diagrams, schedules and other data prepared by Developer or a Subconsultant, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Public Infrastructure.

“Site Improvement Permit” as defined in Section 4.2.

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

“Site Plan” as defined in Section 5.1.

“Site Plan Approval Plan” as defined in Section 5.1(c).

“Site Plan Submittal Plan” as defined in Section 5.1(b).

“Site Utilities” as defined in Section 3.4(b).

“Subconsultant” means a consultant in contract with Developer or a consultant in contract with someone in contract with Developer.

“Subcontractor” means a contractor in contract with Developer or a contractor in contract with someone in contract with Developer.

“Submittal” is any submission to the City or Authority for review and approval that describes or illustrates demonstrating how Developer proposes to complete the Public Infrastructure in conformance with the Final Construction Documents. Submittals include, but are not limited to, shop drawings, product data, and samples.

“Unavoidable Delay” means delays, outside the control of the party claiming its occurrence, including, without limitation, delays which are the direct result of (i) unusually severe or prolonged bad weather, (ii) acts of God, fire or other casualty to all or parts of the Site Improvements, (iii) litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, (iv) regulatory acts of any federal, State or local governmental unit which directly result in delays, (v) strikes, other labor trouble, (vi) prolonged delays in delivery of materials for all or parts of the Site Improvements, or (vii) unforeseen, concealed subsurface conditions on the Property that differ materially from the reasonably anticipated conditions, but excluding the presence of non-constructible soils.

“Vertical Development” means privately owned and maintained vertical improvements as may be constructed by Secondary Developers from time to time on the Lots.

Article 2 **Project Team**

2.1 Project Team. For informational purposes only, Developer identifies the following principal design professionals, consultants, and contractors that it has retained in connection with the work to be performed by, or on behalf of, Developer under this Agreement. Upon the City’s reasonable request, Developer will periodically update this list.

(a) **Design Professionals**

- (i) Architecture – Ryan A+E
- (ii) Civil Engineering – Ryan A+E, Kimley Horn, Barr Engineering
- (iii) Structural Engineering – Kimley Horn
- (iv) Landscape Architects – Ryan A+E, Confluence
- (b) Consultants
 - (i) Survey – Westwood Professional Services
 - (ii) Environmental Engineering – Terracon
 - (iii) Geotechnical Engineering – Braun Intertec
 - (iv) Material Testing – Braun Intertec
 - (v) Traffic Consultant – SRF
- (c) Contractors
 - (i) Ryan Companies US, Inc.

2.2 Signing and Sealing. When any Legal Requirement requires that the work to be performed by, or on behalf of, Developer under this Agreement must be performed by a licensed professional, Developer shall cause such work to be performed by qualified professionals licensed in accordance with the Legal Requirements. In accordance with Legal Requirements and this Agreement, all drawings, calculations, specifications, certifications, shop drawings and other Submittals prepared by a licensed design professional by or on behalf of Developer shall be certified (*i.e.*, “stamped” or “sealed”) that the document was prepared under the design professional’s direct supervision and that the design professional is duly licensed under the laws of the State of Minnesota.

2.3 Developer’s Responsibilities. Developer is and shall be responsible for the acts and omissions of its employees, design professionals, consultants, subconsultants, contractors, subcontractors, suppliers, agents, and their respective employees, design professionals, consultants, subconsultants, contractors, subcontractors, agents, and any other persons or parties performing any portion of the work to be performed by, or on behalf of, Developer under this Agreement.

2.4 Flow Down; Third-Party Beneficiary. By written agreement, Developer shall require each of its subconsultants and subcontractors, to the extent of the work to be performed by such subconsultant or subcontractor, to assume toward the City and Authority all of the obligations and responsibilities which Developer assumes toward the City and Authority under this Agreement. Developer shall further require each subconsultant and subcontractor to enter into similar written agreements with their respective subconsultants and subcontractors. Developer shall further require that the City and Authority be named as intended third-party beneficiaries in each contract entered into by Developer for services, labor, materials or equipment related to the work to be performed by, or on behalf of, Developer under this Agreement.

Article 3 Site Improvements

3.1 General. Developer shall provide and pay for all temporary and permanent professional services, labor, materials, tools, equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for the design, construction and installation of the Site Improvements. All Site Improvements must be designed, engineered, permitted, and constructed in accordance this Agreement, the Master Plan, and Legal Requirements. If Developer performs any work or services contrary to this Agreement, the Master Plan, or Legal Requirements, Developer will be responsible for the correction of such work or services and shall bear the costs attributable to such correction, including the removal and replacement of any work required to obtain access to the defective work.

3.2 Secondary Developers. For avoidance of doubt, this Agreement relates only to Developer's construction and installation of the Site Improvements and not to Secondary Developers' development and construction of any additional public or private infrastructure improvements on or adjacent to individual Lots of the Property which may be required in connection Vertical Development and which are not contemplated by this Agreement (*e.g.*, public sanitary sewer and water mains to be constructed within the private alleys on the Lots which are to be further subdivided for row homes, as contemplated in the Master Plan). The requirements for such additional infrastructure to be provided by Secondary Developers will be governed by separate site plans, permits, and/or site improvement agreements between the City and the applicable Secondary Developer at the time of the City's issuance of applicable site plan approvals, building permits, or other permits approved by the City pursuant to Legal Requirements; **provided, however**, that any such additional infrastructure will be designed, engineered, constructed and installed by Secondary Developers without any public assistance or funding of any kind.

3.3 Periodic Meetings. Developer shall schedule and conduct periodic meetings with the City to review matters such as procedures, progress, coordination, and scheduling of design services, construction work, testing, and inspections.

3.4 Public Infrastructure Defined. The Public Infrastructure, collectively, consist of the following components, each of which is to be designed, engineered, constructed, and installed by Developer and dedicated, transferred, and/or conveyed to the City upon acceptance by the City to be publicly-owned and maintained, in each case, as further provided in this Agreement:

(a) Public Right of Way. 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 (collectively, the "**Public ROW**"), each to the extent identified, depicted, and specified in the Plat and applicable Final Construction Documents (defined below).

(b) Site Utilities. 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) (collectively, the "**Site Utilities**" and each a "**Site Utility**"), each to the extent identified, depicted, and specified in the Plat, as applicable, and the Final Construction Documents.

(c) Central Stormwater Utility. Improvements and infrastructure that facilitate the collection, retention, treatment, and distribution of stormwater and are located within portions of the Property platted as Outlot C and Outlot E, as identified, depicted, and specified in the Plat and Final Construction Documents ("**Central Stormwater Utility**"). For the avoidance of doubt, the

Central Stormwater Utility (1) includes all of the underground tanks and other above-ground and subsurface stormwater infrastructure located within the “Central Stormwater Easement” and “Civic Plaza Easement” (as such terms are defined in the Redevelopment Agreement) areas and (2) is included within the definition of “Site Utilities” and is individually a “Site Utility.”

(d) Parks. Those portions of the Property dedicated to the City on the Plat for City park purposes (collectively, “**Parks**,” and each individually a “**Park**”), including the improvements and infrastructure within such dedicated property, the design of which will be finalized in accordance with the applicable provisions of the Redevelopment Agreement and this Agreement.

(e) Off-Site Improvements. Improvements to existing public rights-of-way and infrastructure adjoining or adjacent to the Property, as described in **Exhibit B** (collectively, “**Off-Site Improvements**”). Developer acknowledges that the Off-Site Improvements have been identified as necessary mitigation measures in the AUAR. Developer further acknowledges and agrees that City approval of any master site plan for the entire Property, approvals required for mass grading, or other approvals required for the construction of Mount Curve Boulevard, Cretin Avenue or Montreal within the Property will therefore be expressly conditioned on City approval of the plans, specifications and schedule for completion of the Off-Site Improvements.

(f) Public Infrastructure Scope. The concept-level scope of each component of the Public Infrastructure is generally set forth in the scope document attached to this Agreement as **Exhibit C** (the “**Concept Scope**”). The final design of each component of the Public Infrastructure will be set forth in the Final Construction Documents produced by the design development procedure set forth in Article 5, Article 6, and Article 7 below.

3.5 Public Open Spaces Defined. The Public Open Spaces, collectively, consists of the following components, each of which is to be designed, engineered, developed, constructed, and installed by Developer in accordance with this Agreement and Legal Requirements and each of which will be privately-owned and maintained as more particularly described in the Redevelopment Agreement:

(a) Central Open Space Feature. A portion of the Property platted as Outlot E on the Plat and to be allocated for public use, including the improvements, enhancements, and infrastructure within the public use area as coordinated with the Final Construction Documents.

(b) Civic Square. That certain parcel of land within the Property platted as Outlot B on the Plat, including the improvements and infrastructure within the public use area as coordinated with the Final Construction Documents (the “**Civic Square**”).

(c) Civic Plaza. That certain parcel of land within the Property platted as Outlot C on the Plat, including the improvements and infrastructure within the public use area as coordinated with the Final Construction Documents (the “**Civic Plaza**”).

(d) Pedestrian Link. The setback area between Lot 1, Block 2 and Lot 2, Block 2 intended to be utilized as a pedestrian walkway between Outlot B and Outlot C, to be subject to a public access easement in accordance with the Redevelopment Agreement.

(e) Initial Construction of Public Open Spaces. Except to the extent any Public Open Spaces form part of the Base Public Infrastructure, the actual commencement and completion of the Public Open Spaces will be driven by market conditions and Developer will not be required to construct or install any Public Open Spaces until such improvements are required for an element

of Vertical Development to obtain a building permit and a temporary certificate of occupancy, as applicable.

3.6 Phases. Developer intends to design and construct the Site Improvements in a series of phases (each a “**Phase**”).

Article 4 Permits, Fees, and Costs.

4.1 Project Approvals. Developer shall prepare and file any documents required to obtain the necessary approvals of any governmental authority having jurisdiction over the Site Improvements, including the City. Developer shall not perform any portion of the construction work required to be performed by, or on behalf of, Developer under this Agreement unless and until it has obtained all permits and approvals required by the Legal Requirements.

4.2 City Permits. When Developer elects to proceed with a Phase, Developer must submit a written application (each a “**Permit Application**”) to (a) the City’s Department of Public Works (“**Public Works**”) for a permit to construct the Public ROW, Stormwater Facilities, Site Utilities, and Off-Site Improvements included in the applicable Phase, as required by and in accordance with the applicable provisions of Chapters 121 through 123 of the City Ordinances, (b) the City’s Department of Safety and Inspections (“**DSI**”) for review and approval of a site plan, as applicable, and/or (c) DSI for a building permit to construct the Public Open Spaces and Parks included in the applicable Phase (in each case, referred to herein as a “**Site Improvement Permit**”). For purposes of clarity, Developer is further responsible to apply for, obtain and maintain, at its sole cost and expense, any additional permits required by the City or other governmental authorities in accordance with Legal Requirements (*e.g.*, Capital Region Watershed District, DNR, etc.)

4.3 Permit, License and Inspections Fees. Except as set forth in Section 4.4 below, Developer shall be responsible for and pay all permit, license and inspection fees in connection with each Site Improvement Permit, as well as any additional permit, license, and inspection fees as required by any Legal Requirement. It is expected that any initial fees will be paid at the time of each of the 60% submittals described below.

4.4 Limited Waiver of Certain Ordinance Permit Costs. Developer acknowledges that in accordance with Chapters 122 and 123 of the Saint Paul Legislative Code, a permittee granted an ordinance permit to construct any public street, alley, curb, boulevard, sidewalk, sewer, or to otherwise improve any public grounds, is required to pay all City costs incurred in the administration, engineering and inspection of the permitted work. To the extent that such administration, engineering and inspection costs are reimbursable from Tax Increment (as defined in the Redevelopment Agreement) in accordance with Legal Requirements, such costs that are normally charged to Developer in accordance with Chapters 122 and 123 of the Saint Paul Legislative Code shall be paid by the Authority to the City are, pursuant to an interfund loan transfer in accordance with the TIF Act (as defined in the Redevelopment Agreement) and the City hereby agrees to waive collection of such costs from Developer for the Public Infrastructure installed under the terms of this Agreement; provided, however, that nothing in this Agreement shall be construed to prohibit, limit or restrict the City’s ability to collect from Developer (1) any permit application fees in connection with an ordinance permit issued under Chapters 122 and 123 of the Saint Paul Legislative Code for the Public Infrastructure or (2) any fees, costs or charges of any kind in connection with any permit for work other than the Public Infrastructure.

Article 5 Site Plans

5.1 Site Plan Development. Prior to Developer commencing any Phase, Developer must first submit a site plan for the applicable Phase of Site Improvements (“**Site Plan**”) in the manner provided in this Section 5.1 and in accordance with Legal Requirements. All Site Plans must be prepared by a licensed registered professional engineer or architect, as applicable, and in accordance with Legal Requirements. The City shall endeavor to review each iteration of the Site Plan described in this Article 5 in accordance with the Project Schedule and shall conduct its review and reject, approve, or provide a conditional approval for the applicable Phase of Site Improvement to Developer in a reasonably expeditious timeframe and manner. If Site Plan review is not processed in a timely manner as provided in this Article 5, Developer may escalate the resolution of any such issue by delivering notice thereof to the City, including notice to the Director of DSI and the Mayor’s office.

(a) Preliminary Site Plans. Prior to Developer submitting any Permit Application for a Phase, Developer must first submit to DSI a preliminary Site Plan for such Phase completed to approximately **30%** of final construction documents (the “**30% Preliminary Site Plan**”). DSI shall review such 30% Preliminary Site Plan and notify Developer of DSI’s rejection, approval or conditional approval of such 30% Preliminary Site Plan. A 30% Preliminary Site Plan rejected by DSI must be revised and resubmitted by Developer as a new 30% Preliminary Site Plan for DSI review pursuant to this paragraph.

(b) Site Plan Submittal Plans. At any time after approval or conditional approval of a 30% Preliminary Site Plan, Developer may then submit to DSI an updated draft Site Plan based on the approved or conditionally approved 30% Preliminary Site Plan and to be completed to approximately no less than **60%** of final construction documents (the “**60% Site Plan Submittal Plan**”). For purposes of clarity, to be deemed complete, each of the City conditions or comments set forth in the approved or conditionally approved 30% Preliminary Site Plan must be adequately incorporated and addressed by Developer in its draft 60% Site Plan Submittal Plan. DSI shall review such 60% Site Plan Submittal Plan and notify Developer of DSI’s rejection, approval or conditional approval of such 60% Site Plan Submittal Plan. A 60% Site Plan Submittal Plan rejected by DSI must be revised and resubmitted by Developer as a new 60% Site Plan Submittal Plan for DSI review pursuant to this paragraph.

(c) Site Plan Approval Plans; Permit Application. At any time after approval or conditional approval of a Site Plan Submittal Plan, Developer may then submit to DSI (i) an updated draft Site Plan based on the approved or conditionally approved 60% Site Plan Submittal Plan and to be completed to approximately no less than **90%** of final construction documents (the “**90% Site Plan Approval Plan**”) and (ii) a 60% Site Plan Application with respect to such Phase. For purposes of clarity, to be deemed complete, each of the City conditions or comments set forth in an approved or conditionally approved 60% Site Plan Submittal Plan must be adequately incorporated and addressed by Developer in its draft 90% Site Plan Approval Plan. DSI shall review such 90% Site Plan Approval Plan and notify Developer of DSI’s rejection, approval or conditional approval of such 90% Site Plan Approval Plan; **provided, however**, if any further revisions are required to be made to an approved or conditionally approved 90% Site Plan Approval Plan following DSI’s review, Developer shall continue to revise and resubmit such revised 90% Site Plan Approval Plan to DSI for review until such time as DSI has notified Developer of its final approval of such revised 90% Site Plan Approval Plan. A 90% Site Plan Approval Plan rejected by DSI must be revised and resubmitted by Developer as a new 90% Site Plan Approval Plan for DSI review pursuant to this paragraph.

(d) Final Site Plan. Upon DSI's unconditional final approval (subject to any conditions expressed in the final and approved Final Site Plan) of a Site Plan Approval Plan (the "**Final Site Plan**"), such Final Site Plan will be deemed final and approved by the City for all purposes under this Agreement.

5.2 Site Plan Amendments. Developer acknowledges that a Final Site Plan may require amendment over time and any such amendment will require submission of an application to DSI to be processed in accordance with Legal Requirements.

Article 6 Ordinance Permits

6.1 Ordinance Permit Plan Development. Prior to Developer commencing work to construct any public street, alley, curb, boulevard, sidewalk, sewer, or other public grounds (excluding Parks), Developer must first (i) submit plans and specifications for such Public Infrastructure ("**Ordinance Permit Plans and Specifications**") in the manner provided in this Section 6.1 and in accordance with Legal Requirements, and (ii) obtain an Ordinance Permit from Public Works pursuant to Chapters 122 and 123 of the Saint Paul Legislative Code. All Ordinance Permit Plans and Specifications must be prepared by a licensed registered professional engineer or architect, as applicable, and in accordance with Legal Requirements. The City shall endeavor to review each iteration of the Ordinance Permit Plans and Specifications described in this Article 6 in accordance with the Project Schedule, and shall conduct its review and reject, approve, or provide a conditional approval for each iteration of the Ordinance Permit Plans and Specifications to Developer in a reasonably expeditious timeframe and manner. If review of Ordinance Permit Plans and Specifications is not processed in a timely manner as provided in this Article 6, Developer may escalate the resolution of any such issue by delivering notice thereof to the City, including notice to the Director of Public Works and Mayor's office.

(a) Ordinance Permit Preliminary Plans and Specifications. Prior to Developer submitting an Ordinance Permit Application for a Phase, Developer must first submit to Public Works preliminary plans and specifications for the Public Infrastructure completed to **30%** of final construction documents (the "**Ordinance Permit Preliminary Plans and Specifications**"). Public Works shall review such Ordinance Permit Preliminary Plans and Specifications and notify Developer of Public Works rejection, approval or conditional approval of such Ordinance Permit Preliminary Plans and Specifications. Ordinance Permit Preliminary Plans and Specifications rejected by Public Works must be revised and resubmitted by Developer as new Ordinance Permit Preliminary Plans and Specifications for Public Works review pursuant to this paragraph.

(b) Ordinance Permit Schematic Design Plans. At any time after approval or conditional approval of any Ordinance Permit Preliminary Plans and Specifications, Developer must then submit to Public Works updated plans and specifications based on the approved or conditionally approved Ordinance Permit Preliminary Plans and Specifications and to be completed to no less than **60%** of final construction documents ("**Ordinance Permit Schematic Design Plans**"). For purposes of clarity, to be deemed complete, each of the City conditions or comments set forth in approved or conditionally approved Ordinance Permit Preliminary Plans and Specifications must be adequately incorporated and addressed by Developer in its draft Ordinance Permit Schematic Design Plans. Public Works shall review such Ordinance Permit Schematic Design Plans and notify Developer of Public Works rejection, approval or conditional approval of such Ordinance Permit Schematic Design Plans. Ordinance Permit Schematic Design Plans rejected by Public Works must be revised and resubmitted by Developer as new Ordinance Permit Schematic Design Plans for Public Works review pursuant to this paragraph.

(c) Ordinance Permit Development Plans. At any time after approval or conditional approval of any Ordinance Permit Schematic Design Plans, Developer must then submit to Public Works updated plans and specifications based on the approved or conditionally approved Ordinance Permit Schematic Design Plans and to be completed to no less than **90%** of final construction documents (“**Ordinance Permit Development Plans**”). For purposes of clarity, to be deemed complete, each of the City conditions or comments set forth in approved or conditionally approved Ordinance Permit Schematic Design Plans must be adequately incorporated and addressed by Developer in its draft Ordinance Permit Development Plans. Public Works shall review such Ordinance Permit Development Plans and notify Developer of Public Works rejection, approval or conditional approval of such Ordinance Permit Development Plans; **provided, however,** if any further revisions are required to be made to approved or conditionally approved Ordinance Permit Development Plans following Public Works review, Developer shall continue to revise and resubmit such revised Ordinance Permit Development Plans to Public Works for review until such time as Public Works has notified Developer of its unqualified final approval of such revised Ordinance Permit Development Plans. Ordinance Permit Development Plans rejected by Public Works must be revised and resubmitted by Developer as new Ordinance Permit Development Plans for Public Works review pursuant to this paragraph.

(d) Ordinance Permit Application. At any time after final approval of any Ordinance Permit Development Plans, Developer must then submit to Public Works (i) updated plans and specifications based on the approved Ordinance Permit Development Plans completed to no less than 100% of final construction documents (“**Ordinance Permit Application Plans**”) and (ii) any applicable Ordinance Permit Application(s) with respect to such Public Infrastructure. For purposes of clarity, to be deemed complete, each of the City conditions or comments set forth in final approved Ordinance Permit Development Plans must be adequately incorporated and addressed by Developer in its draft Ordinance Permit Application Plans. Public Works shall review such Ordinance Permit Application Plans and notify Developer of Public Works rejection, approval or conditional approval of such Ordinance Permit Application Plans; **provided, however,** if any further revisions are required to be made to approved or conditionally approved Ordinance Permit Application Plans following Public Works review, Developer shall continue to revise and resubmit such revised Ordinance Permit Application Plans to Public Works for review until such time as Public Works has notified Developer of its unqualified final approval of such revised Ordinance Permit Application Plans.

(e) Final Ordinance Permit Plans. Upon Public Works unconditional final approval of any Ordinance Permit Application Plans (subject to any conditions expressed in the Final Ordinance Permit Plans), such plans and specifications will be deemed the “**Final Ordinance Permit Plans**” for the applicable Public Infrastructure and will be incorporated into any ordinance permit then issued by Public Works for construction of such Public Infrastructure.

Article 7

Public Park Improvements

7.1 Coordination with Parks Department. Developer’s design, construction and installation of the Parks, including the improvements and infrastructure within such Parks, must be coordinated with the City’s Department of Parks and Recreation (“**Parks Department**”) in accordance with the design and construction schedule for such Parks attached as Exhibit D. The design for programming of such Parks will not occur until completion of a public input process to be managed by Developer in coordination with the City’s Parks Department. The City shall endeavor to review each iteration of the Parks Plans and Specifications process described in this Article 7 in accordance with the Project Schedule, and shall conduct its review and reject, approve, or provide a conditional approval for each iteration of the Parks Plans and

Specifications submission to Developer in a reasonably expeditious timeframe and manner. If review of the Parks Plans and Specifications submission is not processed in a timely manner as provided in this Article 7, Developer may escalate the resolution of any such issue by delivering notice thereof to the City, including notice to the Director of Parks and Mayor's office.

7.2 Approval of Parks Plans and Specifications. Prior to Developer commencing work to construct any public Park, Developer must first (i) submit plans and specifications for such public Parks ("**Parks Plans and Specifications**") in the manner provided in this Section 7.2 and in accordance with Legal Requirements, and (ii) obtain any site plan approvals or permits required for such construction. All Parks Plans and Specifications must be prepared by a licensed registered professional engineer, architect, or landscape architect, as applicable, and in accordance with Legal Requirements.

(a) Preliminary Park Plans and Specifications. Prior to submitting an application for a site plan or permit approval to construct any public Park improvements, Developer must submit to City's Parks Department preliminary Park Plans and Specifications for such improvements completed to **30%** of final construction documents ("**Preliminary Parks Plans and Specifications**"). The Parks Department shall review such Preliminary Park Plans and Specifications and notify Developer of the Parks Department's rejection, approval or conditional approval of such Preliminary Park Plans and Specifications. Preliminary Park Plans and Specifications rejected by the Parks Department must be revised and resubmitted by Developer as new Preliminary Park Plans and Specifications for Parks Department review pursuant to this paragraph.

(b) Schematic Park Design Plans. At any time after approval or conditional approval of any Preliminary Park Plans and Specifications, Developer must then submit to the Parks Department updated Park Plans and Specifications based on the approved or conditionally approved Preliminary Park Plans and Specifications and to be completed to no less than **60%** of final construction documents ("**Schematic Park Design Plans**"). For purposes of clarity, to be deemed complete, each of the City conditions or comments set forth in approved or conditionally approved Preliminary Park Plans and Specifications must be adequately incorporated and addressed by Developer in its draft Schematic Park Design Plans. The Parks Department shall review such Schematic Park Design Plans and notify Developer of the Parks Department's rejection, approval or conditional approval of such Schematic Park Design Plans. Schematic Park Design Plans rejected by the Parks Department must be revised and resubmitted by Developer as new Schematic Park Design Plans for Parks Department review pursuant to this paragraph.

(c) Park Permit Plans. At any time after approval or conditional approval of any Schematic Park Design Plans, Developer must then submit to the Parks Department updated Park Plans and Specifications based on the approved or conditionally approved Schematic Park Design Plans and to be completed to no less than **90%** of final construction documents ("**Park Permit Plans**"). For purposes of clarity, to be deemed complete, each of the City conditions or comments set forth in approved or conditionally approved Schematic Park Design Plans must be adequately incorporated and addressed by Developer in its draft Park Permit Plans. The Parks Department shall review such Park Permit Plans and notify Developer of the Parks Department's rejection, approval or conditional approval of such Park Permit Plans; **provided, however**, if any further revisions are required to be made to approved or conditionally approved Park Permit Plans following Parks Department review, Developer shall continue to revise and resubmit such revised Park Permit Plans to the Parks Department for review until such time as the Parks Department has notified Developer of its unqualified final approval of such revised Park Permit Plans. Park Permit Plans rejected by the Parks Department must be revised and resubmitted by Developer as new Park Permit Plans for Parks Department review pursuant to this paragraph.

(d) Final Park Plans. Upon Parks Department unconditional final approval of any Park Permit Plans (subject to any conditions expressed in the Final Park Plans), such Park Plans and Specifications will be deemed that “**Final Park Plans**” and may be submitted to the City for any additional permit approvals required to construct the applicable Park improvements.

Article 8

Project Schedule

8.1 Schedule. Developer will endeavor to complete the design, construction and installation of the Site Improvements in accordance with the schedule attached as **Exhibit E** (“**Project Schedule**”) and will periodically update the Project Schedule as required in Section 9.4 below.

8.2 Base Public Infrastructure. Notwithstanding any provision in this Agreement to the contrary, subject to Unavoidable Delays and notice and cure rights before the occurrence of a Developer Default under Article 21, Developer shall achieve substantial completion (subject only to completion of punch list items) of the “Base Public Infrastructure” set forth below on or before **December 31, 2022**:

(a) Site mass grading, as required for the Public ROW as described in clause (b) below, Civic Square, Civic Plaza, Central Stormwater Utility, and the Parks on Outlots A and F of the Plat.

(b) The following sections of the Public ROW (excluding sidewalks and boulevard landscaping, but including all lighting, signage, and other public safety requirements): (1) Montreal Avenue, (2) Mount Curve Boulevard between Ford Parkway and Montreal Avenue, and (3) Cretin Avenue.

(c) All aboveground and underground stormwater treatment, retention and storage facilities, including the Central Stormwater Utility and the catch basins and conveyance structures needed to support the sections of Public ROW noted in clause (b) above, provided, however, Developer will not be obligated to complete the stormwater catch basins and conveyance structures for sections of Public ROW that are not listed in clause (b) above until future phases of Public Infrastructure are constructed in accordance with this Agreement and Legal Requirements.

(d) All subgrade Site Utilities needed to support the sections of Public ROW noted in clause (b) above, provided, however, Developer will not be obligated to complete the Site Utilities for sections of Public ROW that are not listed in clause (b) above until future phases of the Public Infrastructure are constructed in accordance with this Agreement and Legal Requirements.

(e) The Off-Site Improvements, as coordinated with Ramsey County and the City.

Article 9

Performance of Construction Work; Progress Reports

9.1 General. The construction of Public Infrastructure required to be performed by, or on behalf of, Developer under this Agreement shall be performed in accordance with the approved Final Construction Documents and Legal Requirements. The Public Infrastructure may not materially deviate from the Final Construction Documents unless and until a written request for modification has been submitted to the City and Authority and a duly authorized Change Order has been executed and delivered.

9.2 Weekly Meetings. Developer and a designee of the City shall have a weekly meeting at the construction site with appropriate personnel to review the status of, and facilitate, the construction and installation of the Site Improvements.

9.3 Storage of Materials. Developer shall suitably store and protect materials and equipment delivered to the Property for subsequent incorporation in the Public Infrastructure. Any materials or equipment stolen, contaminated or damaged in storage shall be deemed faulty and defective and are hereby rejected by the City for incorporation in the Public Infrastructure.

9.4 Submittals. In any case where the Final Construction Documents or Legal Requirements require the City's subsequent review and approval of any Submittal, the work that is the subject of such Submittal shall not be performed unless and until Developer has received the City's written approval of such Submittal. The City's review and approval of any such Submittal will not relieve Developer of responsibility or liability for any errors or omissions in such Submittal.

9.5 Progress Reports. On a monthly basis, Developer shall submit a written progress report to the City and Authority showing estimated percentages of completion and other information identified below:

- (a) Work completed for the period;
- (b) Project Schedule status;
- (c) Submittal schedule and status report, including a summary of outstanding Submittals, if any;
- (d) Pending and approved Change Orders, if any;
- (e) Tests and inspection reports (and provide true and correct copies promptly upon request of the City);
- (f) Erosion control permit compliance (CRWD) and progress report list;
- (g) Status report of work rejected by the City or Authority;
- (h) Current cash-flow and forecast reports; and
- (i) Additional information as required by any Legal Requirement.

9.6 Operation and Maintenance of the Site Improvements.

(a) Public Infrastructure. Developer shall be solely responsible for the protection, operation, maintenance (including snow removal), care, custody and control of all Public Infrastructure until such time as the City inspects and accepts all or a portion of such work in accordance with the terms of this Agreement, applicable permits, and the Legal Requirements, at which time operation and maintenance responsibility and risk of loss limited to the applicable work accepted by the City will transfer to the City. For avoidance of doubt, Developer will remain responsible for any and all portions of the Public Infrastructure that have not been inspected and accepted by the City pursuant to Section 15.5 and the Legal Requirements.

(b) Sanitary Sewer System. Notwithstanding Section 9.5(a) above, Developer will remain responsible for certain regular maintenance of the sanitary sewer system following inspection and acceptance by the City and pursuant to the protocols described in the attached **Exhibit F**. These maintenance obligations will continue until such time as the City determines that

the flow rates created by development at the Property have reached a level to eliminate the need for such maintenance protocols.

(c) Public Open Spaces. Developer will be solely responsible for the protection, operation, maintenance (including snow removal), care, custody and control of all Public Open Spaces until such time as these responsibilities are assumed by a third party consistent with the terms of the Redevelopment Agreement, which such third party shall not be the City.

9.7 Concealed or Unknown Conditions. If Developer encounters human remains, burial markers, archaeological artifacts or sites, or wetlands not indicated in the Construction Documents, Developer shall notify the City and Authority in writing of such conditions and immediately suspend any operations that would affect the conditions. Developer shall be solely responsible to obtain any governmental authorizations required to resume its suspended operations. Any request for an extension of time arising from the existence of such conditions may be made as provided in Article 14.

Article 10

Protection of Persons and Property

10.1 Protection of Persons and Property.

(a) Developer is responsible for developing, maintaining and supervising all safety precautions and programs in connection with the design, construction and installation of the Site Improvements.

(b) Developer is responsible to prevent damage, injury or loss to (i) persons providing labor or services in connection with the work and other persons who may be affected thereby; (ii) the work and materials and equipment to be incorporated therein, whether installed or in storage on or off the Property; and (iii) other real or personal property at the Property or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, historic materials, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

(c) Developer shall comply with, and give notices required by, all Legal Requirements bearing on safety of persons or property, or their protection from damage, injury or loss.

(d) Developer shall implement, erect, and maintain reasonable safeguards and protections for persons and property, including posting danger signs and other warnings against hazards, implementing safety protocols, and notifying owners and users of adjacent sites and utilities of the safeguards and protocols.

(e) Developer shall properly protect all excavations made in public streets, sidewalks and boulevards both day and night so as to avoid all damage or injury to persons or property and shall also properly fill and tamp said streets, sidewalks and boulevards to avoid settling.

10.2 Developer to Remedy Damage or Loss. Developer shall, at its sole cost, promptly remedy any damage or loss to property, including public property, caused in whole or in part by Developer or anyone directly or indirectly employed by Developer to provide services, labor, materials or equipment, except to the extent such damage or loss is attributable to acts or omissions of a third-party for which Developer is not responsible.

10.3 Reporting Injury or Damage to Persons or Property. If any person or property suffers injury or damage because of an act or omission of Developer or any third party for whom Developer is responsible,

Developer shall provide prompt written notice of the injury or damage to the City and Authority in all cases no later than 21 days after discovery.

10.4 Neighboring Properties. Developer shall procure from the abutting owners such easements in and to the abutting property as may be necessary for slopes, cuts, fills and tiebacks, as well as any temporary airspace occupancy (*e.g.*, crane swings), and shall obtain written releases from such owners releasing and discharging the City and Authority from any and all damages by reason of such work or occupancy and shall file such easements and releases with the City and Authority.

Article 11

Environmental Conditions

11.1 General. Developer shall comply with all applicable environmental Legal Requirements and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

11.2 City and Authority not Responsible for Existing Environmental Conditions. The City and Authority make no representations or warranties regarding, nor do they indemnify Developer with respect to, the existence or nonexistence on or in the vicinity of the Property of any Hazardous Materials, toxic or hazardous substances or wastes, pollutants or contaminants (including asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 961-9657, as amended). Neither the City nor the Authority shall have any responsibility or obligation to undertake or pay for any environmental cleanup or remediation on the Property. Developer is and shall be solely responsible to undertake and pay for any cleanup or remediation of Hazardous Materials of any kind on the Property in accordance with Legal Requirements, and such cleanup or remediation costs shall not be funded from any portion of the Approved Public Investment Sum.

Article 12

Payment

12.1 Approved Public Investment Sum. Developer acknowledges and agrees that the City's and the Authority's obligation for payment of costs for the design, construction and installation of the Public Infrastructure is expressly limited to the Approved Public Investment Sum as defined in the Redevelopment Agreement. Any Public Infrastructure costs in excess of the amount allocated to the total Approved Public Investment Sum of the Public Infrastructure in the Sources and Uses Budget, and without regard to the cause of such excess costs, shall be the sole responsibility of Developer unless such cost increase is due to a City or Authority-requested change approved by both the City and the Authority through the Change Order Process set forth in Article 14 of this Agreement (each an "**Approved Cost Increase**"). For the avoidance of doubt, except for an Approved Cost Increase, any other excess costs incurred by Developer, including costs due to increases in labor or material costs, casualty, design errors, repair or replacement of faulty work or any Unavoidable Delay shall not entitle Developer to seek an increase in the amount of the Approved Public Investment Sum, and Developer hereby waives the right or ability to make any such claims against the City and Authority.

12.2 Retainage. The City and Authority will withhold five percent retainage from each progress payment due Developer until final inspection and acceptance of the applicable Public Infrastructure and Final Payment as set forth below.

12.3 Applications for Payment.

(a) At least 30 days before Developer seeks disbursement of a progress payment, Developer shall submit to the City and Authority an itemized Application for Payment in a form substantially similar to AIA Form G702-1992 Application and Certification for Payment. Subject to City and Authority approval of the method of allocation, the application shall allocate costs of individual divisions of the work to the source of funds identified by the City and Authority for payment of such costs. The application shall be notarized and shall include sufficient backup documentation, as determined by the City and Authority, to substantiate Developer's allocation of costs and right to receive a progress payment.

(b) Progress payments shall be made for services and labor rendered, as well as for materials and equipment delivered and properly incorporated into the work. The City and Authority will not make progress payments on account of stored materials or equipment.

(c) Developer warrants that, upon submittal of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received shall be free and clear of liens, claims, security interests or encumbrances other than the mortgage lien in favor of Senior Lender.

(d) The City and Authority shall notify Developer within 15 days of their receipt of an Application for Payment of any noted deficiencies in such Application for Payment; provided, however, the City and/or Authority's failure to provide such notice within such time period will not be deemed a waiver of any such deficiencies.

12.4 Certificates for Payment. Upon receipt of a complete Application for Payment, the City and Authority shall promptly review the application and issue a Certificate for Payment indicating the amount the City and Authority determine is properly due (less five percent retainage) and shall further identify the City's or Authority's reasons for withholding certification in whole or in part. If a Certificate of Payment is not processed in a timely manner as provided in this Article 12, Developer may escalate the resolution of any such issue by delivering notice thereof to the City, including notice to the Director of DSI, Director of Public Works and/or the Mayor's office, as applicable.

12.5 Withholding Certificates for Payment.

(a) The City and Authority may withhold a Certificate for Payment in whole or in part to protect the interests of the City and Authority if the work has not progressed to the point indicated in the Application for Payment, or the quality of the work is not in accordance with the Final Construction Documents. The City and Authority may also withhold a Certificate for Payment because of subsequently discovered evidence and may revoke a previously issued Certificate for Payment in whole or in part to protect the City and Authority from claims or loss, including claims or loss for any of the following:

- (i) Unremedied defective design or construction work;
- (ii) Threatened or commenced third party claims;
- (iii) Developer's failure to make timely payment to third parties for services, labor, materials or equipment; or
- (iv) Unremedied damage to City or third party property.

(b) When each basis for withholding Certification for Payment is resolved, certification will be made for amounts previously withheld.

12.6 Progress Payments.

(a) After the City and Authority have issued a Certificate for Payment, the progress payment may be processed in accordance with the Disbursing Agreement.

(b) The City and Authority shall have the right, but not the obligation, to request written evidence from Developer that it has properly paid its consultants, sub-consultants, contractors, sub-contractors and suppliers, or other person or entity providing labor, services, materials or equipment. If Developer fails to furnish such evidence within 10 days, the City and Authority shall have the right, but not the obligation, to contact such parties to ascertain whether they have been properly paid. The City and Authority shall have no obligation to pay or to see to the payment of money to such parties but may, in their sole discretion, make direct payment of amount due and unpaid by Developer.

12.7 Final Completion and Final Payment.

(a) Upon final inspection and acceptance of required Public Infrastructure for a phase of work, including completion of all punch list items, and upon receipt of a final Application for Payment, the City and Authority will promptly issue a final Certificate for Payment, for such phase of work.

(b) Neither final payment nor any remaining retained percentage shall become due until Developer submits to the City and Authority for such phase work (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work (less amounts withheld by City and Authority) have been paid or otherwise satisfied, (2) a certificate evidencing that required insurance remain in force after final payment, (3) consent of surety, if any, to final payment, (4) as-constructed record copy of the Final Construction Documents marked to indicate field changes and selections made during construction, (5) as-built construction documents, (5) manufacturer's warranties, product data, and maintenance and operations manuals, (as the same have been reviewed and approved by Public Works), (6) all documentation and certifications required under the terms of any permit or the Legal Requirements, and (7) all warranties to the assigned City, and all necessary documentation and actions to complete such warranty assignments. If any third party that provided services, labor, materials or equipment refuses to furnish a release or waiver required by the City or Authority, Developer may furnish a bond satisfactory to the City and Authority to indemnify them from and against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, Developer shall refund to the City and Authority, as applicable, all money that the City or Authority may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

12.8 Non-Waiver. The issuance of a Certificate for Payment, a progress payment, final payment, or partial or entire acceptance of any Public Infrastructure by the City shall not constitute acceptance of work not in accordance with the Final Construction Documents or Legal Requirements and shall not be deemed a waiver of any City or Authority claims or defenses.

Article 13

Taxes

Developer shall pay or remit, as applicable, any sales, consumer, use, services, and similar taxes in connection with the design and construction of the Site Improvements and shall defend, indemnify and hold harmless the City, Authority and Indemnified Parties from any against any claims, judgments, suits and expenses arising out of Developer's obligations under this paragraph.

Article 14

Change Orders

14.1 **Change Order.** A Change Order is a written instrument executed by each of Developer, City, and Authority stating their agreement to each of the following:

- (a) A change or modification to the scope of work to be performed by or on behalf of Developer;
- (b) The amount of the approved adjustment (increase or decrease), if any, to the City's and/or Authority's payment obligation to Developer, including in the case of an approved increase identification of the source of funds to be used for such payment; and
- (c) The extent of the approved adjustment, if any, to Developer's design and/or construction schedule.

14.2 **Requests for Change Order.**

(a) **By the City or Authority.** If the City or Authority desire to change or modify (increase or decrease) the scope of work to be performed by or on behalf of Developer, the City and Authority shall provide written notice of such request to Developer. The parties will proceed to negotiate the terms of such change or modification to be set forth in a mutually executed Change Order. Developer shall not perform any work that is the subject of a City- or Authority-requested change unless and until a Change Order has been executed and delivered by each party.

(b) **By Developer.** If Developer believes that it is entitled to a Change Order for work directed to be performed by the City or Authority and not initiated through the process set forth above in **Section 14.2**, Developer shall provide written notice to the City and Authority and Senior Lender within 21 days after first receiving such direction. Failure to provide written notice within 21 days will be deemed a waiver of any such claim. If the City and Authority determine that the conditions justify a Change Order, the parties will proceed to negotiate the terms to be set forth in a mutually executed Change Order. If the City or Authority dispute that the conditions justify a Change Order, the City and Authority will notify Developer in writing. If Developer disputes this determination, it may proceed to assert a claim under the terms of this Agreement.

(c) **Regulatory Decisions.** For the avoidance of doubt, Developer acknowledges and agrees that regulatory decisions and directives of the City executed pursuant to permits or other Legal Requirements shall not entitle Developer to a Change Order.

(d) **Sources and Uses; Budget.** Subject to Article 3 of the Redevelopment Agreement, without regard to the cause of such excess costs, excess costs shall be the sole responsibility of Developer unless such cost increase is due to a City or Authority requested change approved by the City and the Authority in writing, both as to the approved change and identifying the excess costs

that will be covered by the City or Authority (“Approved Costs Increases”). Any such Approved Costs Increases shall be the sole responsibility of the City or Authority, as applicable, and payable in accordance with the terms of a written Change Order and the Disbursing Agreement. In accordance with the requirements set forth in the Redevelopment Agreement, the Sources and Uses Budget will be updated from time-to-time to reflect any Approved Costs Increases.

14.3 Unavoidable Delay.

(a) Developer’s sole remedy for an Unavoidable Delay shall be an equitable extension of time to be set forth in a mutually executed Change Order. Developer acknowledges and agrees that it shall not be entitled to any increase in the Approved Public Investment Sum as a result of an Unavoidable Delay.

(b) If Developer encounters specific conditions that it believes to cause an Unavoidable Delay entitling Developer to a Change Order equitably extending any applicable deadlines, Developer shall provide written notice to the City within 21 days after first observance of the conditions. Failure to provide written notice within 21 days will be deemed a waiver of any such claim. If the City determines that the conditions justify an increase in the time for performance, the City will agree to an equitable extension of the applicable deadlines to be set forth in a mutually executed Change Order. If the City disputes that the conditions justify an extension of time, the City will notify Developer in writing. If Developer disputes the City’s determination, it may proceed to assert a claim for an extension of time under this Agreement.

Article 15

Inspection and Acceptance of Public Infrastructure.

15.1 Tests and Inspections. Developer shall establish and incorporate into the Final Construction Documents appropriate material, fabrication and installation testing and inspection protocols for all work to be completed by or on behalf of Developer under this Agreement. Developer shall arrange for such tests and inspections with an independent testing laboratory or entity acceptable to the City or other jurisdictional authority, as applicable, and shall bear all costs of such tests and inspections. Developer shall give the City timely notice of when and where tests and inspections are to be made so that the City may be present for such procedures in its sole discretion. Developer shall provide the City and Authority copies of the results of each third-party test or inspection, including any resulting testing/inspection reports and certifications, within 10 days of receipt by Developer. If such tests or inspections reveal non-conformance of the work with the requirements of the Final Construction Documents or Legal Requirements, Developer shall promptly correct the non-conforming work. Developer shall be responsible for any costs incurred to correct and re-inspect such non-conforming work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any inspectors or other consultants employed by the City.

15.2 Site Access. In accordance with Developer’s construction site safety program and procedures, Developer will provide the City and its consultants with access at all times to the construction work whether it is completed or in progress; **provided, however**, that nothing in this Agreement will limit, restrict or inhibit the City’s access to the Property for purpose of conducting inspections or other activities in accordance with its regulatory authority, police powers, or otherwise to protect public health and safety.

15.3 Maintenance of Construction Documents On-Site. Developer shall maintain at the Property for review by the City and its consultants at least one copy of the Final Construction Documents, and any addenda, Change Orders, modifications, shop drawings, product data, samples and other Submittals, each in good order and marked currently to indicate all changes and selections made during construction.

15.4 Periodic Inspection. The City or its consultants may make periodic inspection of work and may require certain tests be made following reasonable prior notice from the City, which in the judgment of the City is necessary to ensure compliance with the Final Construction Documents and the other provisions of this Agreement; **provided, however**, the City will not exercise any direct supervision or control of the work during construction operations. The City will notify Developer of any work that does not comply with the Final Construction Documents, other provisions of this Agreement or Legal Requirements, and Developer must take prompt action to remedy the noted deficiencies.

15.5 Final Inspection; Acceptance.

(a) Completion Certificates; City Inspection. Developer shall notify City at least 45-days prior to, but no earlier than 90 days, of its intent to seek a final City inspection. Promptly following Developer's submission of a complete notice that all or a portion of the Public Infrastructure is ready for final City inspection (each a "**Completion Certificate**"), the City shall inspect the components of the Public Infrastructure itemized in the Completion Certificate. To be deemed complete for purposes of this section, the Completion Certificate must include the following information:

(i) A certificate executed by Developer and its engineer of record in the form attached to this Agreement as **Exhibit G** or in the form required by the City or Legal Requirements for any City-issued permit certifying (a) that the applicable components of the Public Infrastructure are complete in accordance with the Final Construction Documents and Legal Requirements and (b) that the City and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications;

(ii) An assignment of the Instruments of Service to City for future operation, repair, maintenance and replacement of the applicable components of the Public Infrastructure;

(iii) An electronic file of all record documents for the applicable components of the Public Infrastructure which comply with the City's record documents requirements and Legal Requirements, including "as-built" plans and specifications, RFIs and responses to RFIs, addenda, calculations, field notes, tracings, televised sewer videos, testing/inspection reports, product manuals, and written warranties (collectively, "**Record Documents**"); and

(iv) Any additional information or documentation required by the Final Construction Documents, Legal Requirements or as reasonably requested by the City.

(b) Acceptance; Rejection. Upon receipt of a complete Completion Certificate and inspection of the applicable components of the Public Infrastructure by the City, the City will notify Developer of the result of such inspection in writing as follows:

(i) Acceptance. If the City determines that the applicable components of the Public Infrastructure are complete and ready for acceptance, the City will so notify Developer in writing. Developer shall then file with the City Council a statement certifying that the applicable components of the Public Infrastructure are complete, are constructed in compliance with City standards, are free of defects, and are free and clear of any encumbrance or lien. Developer shall further execute and deliver to the City documentation of conveyance of the applicable components of the Public Infrastructure, in substantially the form and substance as set forth in **Exhibit H**, dedicating and conveying to the City all

right, title, and interests in such improvement(s) free and clear of any mortgage, pledge, hypothecation, encumbrance, lease, license, lien or others security interest. Upon receipt of the foregoing certification and form of conveyance, the City will accept and assume operation and maintenance responsibility for the applicable components of the Public Infrastructure.

(ii) Rejection. If the City determines that the applicable components of the Public Infrastructure are not complete and ready for acceptance, the City will so notify Developer in writing and include a reasonably detailed description of noted deficiencies. If the City issues such a rejection notice, Developer may proceed to correct such deficiencies and request the City to perform additional inspections, which the City shall complete in accordance with this section until such time as the City determines the applicable components of the Public Infrastructure are complete and ready for acceptance; **provided, however**, that Developer shall be responsible for any costs incurred to correct and re-inspect such nonconforming work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any inspectors or other consultants employed by the City.

Article 16 Security Requirements

16.1 Security for Public Infrastructure. Notwithstanding Minn. Stat. § 462.358, Developer will at its sole cost procure and maintain the following performance and payment bonds (collectively, “**Bonds**”) until final completion and acceptance by the City of the Public Infrastructure:

(a) Performance Bond. A performance bond in the sum of the total, aggregate cost of the Public Infrastructure work for the use and benefit of the City and Authority and Senior Lender as dual obligees to complete the Public Infrastructure work and to save the City and Authority and Senior Lender harmless from all costs and charges that may accrue on account of completing the Public Infrastructure; and

(b) Payment Bond. A payment bond in the sum of the total, aggregate cost of the Public Infrastructure work for the use and benefit of all persons furnishing labor or materials in connection with the Public Infrastructure work, conditioned for the payment, as they become due, of all just claims for such labor and materials.

16.2 Reduction or Release of Security. Upon final inspection and acceptance of a portion of the Public Infrastructure by the City, the Bonds may be partially and proportionately reduced in an amount approved by the City at such time and based on the remaining aggregate costs to complete the Public Infrastructure.

16.3 Liens. Developer shall not permit any mechanic’s lien to be filed against public property arising out of any work or materials performed or provided by or on behalf of Developer. If any such lien is filed, Developer shall, within 30 days after notice of such filing, cause such lien to be released of record or shall deliver to the City and Authority and Senior Lender a bond or other security for such lien reasonably satisfactory to the City and Authority and Senior Lender.

16.4 No Security Required for Public Open Spaces. Notwithstanding anything to the contrary contained in this Agreement, no bonds or other performance and/or payment security shall be required for any Public Open Spaces, **provided, however**, that Developer shall keep all easement areas granted to the

City or Authority free and clear of liens and shall defend and indemnify the City and Authority from and against any costs related to such liens.

Article 17

Warranty; Correction of Work

17.1 Warranty.

(a) Developer warrants that all materials and equipment incorporated in the Public Infrastructure will be of good quality and new. Developer further warrants all Public Infrastructure designed or constructed by Developer, its consultants, sub-consultants, contractors and subcontractors of any tier pursuant to this Agreement against poor material and faulty workmanship. The warranty period for each component of the Public Infrastructure is, subject to the final clause of this paragraph, one year and will commence on the date City accepts the applicable component(s) of the Public Infrastructure; **provided, however**, that any longer warranty periods will be the controlling warranty period if extended by suppliers, vendors, or contractors for particular components or if established in the approved Final Construction Documents.

(b) Notwithstanding anything herein to the contrary, Developer shall replace, at no cost or expense to the City, any trees, plantings, shrubs, grass, and landscaping installed by Developer that become diseased or die within a one year of acceptance of such work by the City.

(c) Written warranties for materials, equipment or other special warranties required by the Final Construction Documents shall be issued in the name of the City or shall be fully assignable to the City and shall commence no earlier than the date of acceptance by the City of the specific Public Infrastructure that is the subject of the warranty. Developer shall execute and deliver written assignment of any such warranties to the City.

17.2 Correction of Work.

(a) In addition to Developer's warranty obligations above, if within one year after the date of final inspection and acceptance of the Public Infrastructure or a portion thereof, any of the accepted work is found to be defective or not to be in accordance with the requirements of the Final Construction Documents, Developer shall correct it promptly upon written notice from the City. If Developer fails to correct defective or nonconforming work within a commercially reasonable period of time, the City may, but is not obligated to, proceed to correct the work; **provided, however**, that Developer shall be solely responsible for any costs incurred by the City to correct such work. The one-year period for correction of the applicable work shall be extended by corrective work performed by Developer or by or on behalf of the City.

(b) Developer shall further remove from the site any defective or nonconforming portions of the work that are neither corrected by Developer nor accepted by the City. Developer shall be solely responsible for any costs incurred to repair or replace other work of the City or a third party caused by Developer's correction or removal of defective or nonconforming work.

(c) The obligation of Developer to correct defective and nonconforming work within the one-year correction period is an independent performance obligation of Developer, and nothing in this Article shall be deemed to establish a period of limitation or repose with respect to other obligations of Developer to correct or remedy defective work.

Article 18
Insurance

18.1 Insurance.

(a) Developer shall, at its sole cost and expense, obtain and continuously maintain the minimum insurance coverage set forth below with respect to its operations and completed operations and/or the respective portion of the Site Improvements or Property owned by, or within the control of, Developer, as applicable, for so long as (i) it is an Owner of any portion of the Property subject to this Agreement, (ii) any portion of the Property is within the control of Developer, (iii) any Public Infrastructure has not been inspected and accepted by the City, or (iv) any building permit, site plan, or other governmental approval obtained by Developer has not been finally closed. From time to time, at the reasonable request of the City, Developer shall furnish proof to the City that such insurance is in effect.

(i) Builder's Risk. By no later than commencement of work on Public Infrastructure (excluding site work and excavation), Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to 100% of the insurable value of the Public Infrastructure to be insured measured as of the date of completion of such improvement and with coverage available in nonreporting form on the so-called "all risk" form of policy.

(ii) Comprehensive General Liability. Comprehensive general liability insurance with limits against bodily injury (including death) and property damage of not less than \$5,000,000 per occurrence. The following provisions shall apply to the general liability policy, as well as any umbrella policy maintained by Developer to comply with the insurance requirements of this Article:

(A) the coverage must include Commercial Form; Premises/Operations; Contingent Liability; Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists); Products/Completed Operations; Contractual Liability Insurance; Operations of Subcontractors/Independent Contractors (if any part of the work is to be subcontracted); Broad Form Property Damage; Personal Injury; and Cross-Liability Coverage .

(B) defense costs shall be payable in addition to policy limits;

(C) there shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another;

(D) coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability; and

(E) notwithstanding anything to the contrary in this Agreement, Developer shall maintain products/completed operations coverage with a combined single limit of not less than \$5,000,000 per occurrence for a period of at least thirty-six (36) months following final inspection and acceptance by the City or Authority of any work or component completed for, or dedicated or conveyed to, respectively, the City or Authority.

(iii) Auto Liability. Commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 per accident. Commercial automobile liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers.

(iv) Workers Compensation. Workers compensation insurance in compliance with Legal Requirements.

(v) Contractors Pollution Liability. Pollution liability insurance protecting against the sudden or accidental release of any material that may be considered a Hazardous Material at or around the Property as a result of the work performed by Developer or its contractors and subcontractors of any tier with coverage limits of not less than \$2,000,000 per occurrence.

(vi) Pollution Legal Liability. If Developer, its contractors, or subcontractors of any tier transport any Hazardous Material or other regulated substances, Developer shall maintain pollution legal liability insurance with coverage limits of not less than \$2,000,000 per occurrence.

(vii) Professional Liability. Professional liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this Agreement with coverage limits of not less than \$3,000,000 per occurrence.

(b) All insurance policies required to be procured and maintained under this Article shall be written on an occurrence basis, unless only claims-based coverage is available or unless otherwise approved in writing by the City and Authority. All claims-based coverages shall be secured and provide insurance coverage for ten years post-termination of this Agreement.

(c) In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof having the coverage required by this Article, in which event Developer will deposit with the City and Authority a certificate or certificates of the respective insurers as to the amount of coverage in force. Any excess or umbrella policies used to meet the minimum limits required under this Article shall be at least as broad as the underlying coverage and shall otherwise follow form.

(d) All insurance required in this Article shall be obtained and continuously maintained during the periods of time required in this Article in responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered by such policies, **provided, however**, that such insurers shall have a minimum A.M. Best rating of "A-" or better and a financial size category of not less than "X".

(e) Developer shall cause each insurer to agree to give Developer, City and Authority thirty (30) days prior written notice of cancellation or expiration of coverage, or of any other changes that would materially reduce the limits or coverage, of any policy of insurance issued by such insurer. Not less than fifteen (15) days prior to the cancellation or expiration of any policy of insurance, Developer must provide the City and Authority evidence satisfactory to the each that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, or that there is no longer a requirement for such policy under the terms of this Agreement.

(f) With the exception of worker's compensation/employer's liability and professional liability insurance, all insurance policies required under this Article (including coverage for both ongoing and completed operations) shall name the City, Authority, and the City Indemnified Parties each as an additional insured or loss payees, as applicable.

(g) All insurance policies required to be procured and maintained by Developer under this Article shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the City, Authority of the Indemnities may maintain, including any self-insurance or self-insured retention they may have. Any other insurance the City, Authority of the Indemnities may maintain shall be considered excess insurance only and shall not be called upon to contribute with Developer's insurance.

(h) Developer hereby waives all rights of subrogation against the City, Authority and the City Indemnified Parties. Each policy of insurance required of Developer herein shall include a written waiver of subrogation in favor of the City, Authority and the City Indemnified Parties.

(i) Notwithstanding anything herein to the contrary, Developer's failure to secure the insurance coverage set forth in this Article, failure to comply with the insurance provisions of this Article, or failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement, shall in no way relieve Developer from the obligations of this Agreement, and shall constitute grounds for termination of this Agreement by the City and Authority.

(j) The minimum insurance requirements of this Article, or any subsequent approval of Developer's insurance by the City or Authority, shall not relieve or decrease the liability of Developer under this Agreement, including the defense and indemnification obligations of Developer set forth in this Agreement.

Article 19

Indemnification

19.1 **Release and Indemnification Covenants by Developer.** Developer hereby releases the City, Authority, and their respective body members, officials, officers, servants and employees, agents, contractors, consultants, and legal counsel (collectively, the "**City Indemnified Parties**") from, and covenants and agrees that the City, Authority and Indemnified Parties shall not be liable for, and agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, Authority and the City Indemnified Parties from and against, any and all damage to property or injury to or death of any person, loss, cost, fines, charges, damage and expenses, including reasonable attorney's fees, due to claims or demands of any kind whatsoever occurring at, about or in connection with any portion of the Property or any improvements constructed thereon by Developer or any acts or omissions of Developer (including its contractors, subcontractors of any tier, and any party for which the foregoing are responsible) in connection with this Agreement; **except** (x) to the extent such loss or damage is caused by the willful misrepresentation, negligence, or intentional misconduct of the City, Authority or another City Indemnified Party; or (y) when and to the extent the City, Authority or another City Indemnified Party has inspected and accepted and/or is responsible for a specific portion of the Public Infrastructure **and** such property damage, injury to or death of any person occurs on such portion of the Public Infrastructure as a result of the acts or omissions of such City, Authority or another City Indemnified Party. The indemnification obligations under this Article shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, its Subconsultants or Subcontractors, or anyone directly or indirectly employed by them, under workers compensation acts, disability benefit acts or other employee benefit acts.

Article 20

Intellectual Property

20.1 Royalties; License Fees. Developer shall pay all applicable royalties and license fees arising out of or associated with the Site Improvements. Developer shall defend suits or claims for infringement of copyrights and patent rights (with counsel acceptable to the City and Authority) and shall hold the City, Authority and Indemnified Parties harmless from any loss, damages, judgments, costs and expense, including reasonable attorney fees, on account thereof. Developer's obligations under this paragraph shall survive the City's acceptance of any and all Public Infrastructure or the termination or expiration of this Agreement.

20.2 License to City. Developer hereby grants to the City a perpetual, irrevocable and nonexclusive license to use the Instruments of Service solely for purposes of using, operating, maintaining, altering, repairing, replacing and supplementing the Public Infrastructure on and after the City's inspection and acceptance of a portion or all of such Public Infrastructure. The license granted under this section permits the City to reproduce any portions of the Instruments of Service solely for use in performing the above activities. Developer shall further obtain a transferrable, perpetual, irrevocable and non-exclusive licenses from each of its Subconsultants and Subcontractors, as applicable, that will allow Developer to satisfy its obligations to the City under this paragraph.

Article 21

Default and Remedies

21.1 Default. Developer's failure to perform or cause to be performed any of the work to be performed by, or on behalf of, Developer under this Agreement and in accordance with this Agreement will be a "**Developer Default**" if such failure has not been cured by Developer within 30 days after the City's written notice of default for such failure; **provided, however,** that if such a failure cannot reasonably be cured within such 30-day period, then Developer shall be entitled to only such additional time as is reasonably necessary to cure such default as determined by the City in its reasonable discretion, and provided Developer is capable of curing the same, has promptly proceeded to commence cure of such default within said initial 30-day period, and thereafter diligently prosecutes the cure to completion within such additional period of time and, **provided, further,** that Developer take all temporary or mitigative action as deemed necessary or appropriate by the City to protect public health and safety until such time as Developer cures the default.

21.2 Remedies. Upon the occurrence and during the continuance of a Developer Default, the City, at its option, may perform such work and Developer shall promptly reimburse the City for any expense incurred by the City, including the cost of cover or other temporary structures, barriers, etc. to protect the work, persons, property or general public health or safety. This paragraph provides the City a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the Property for such purpose. When the City does any such work, the City may, in addition to its other remedies, draw on the Bonds applicable to such Developer Default and use such proceeds of the Bonds to cure Developer Default. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

21.3 Developer Limited Remedies on Default; Waiver of Consequential Damages. Whenever any unremedied default of the City or the Authority occurs, Developer's sole legal and equitable remedy is an action to compel performance by the City or Authority, as applicable. Developer has and shall have no right

to assert any claim for monetary or other compensatory damages against the City or Authority and will not be entitled to recover damages of any kind, including lost profits and direct, indirect, incidental, consequential, or punitive damages.

21.4 Senior Lender Rights Upon Occurrence of a Developer Default.

(a) Copy of Notice of Default. If the City or the Authority delivers any notice or demand to Developer with respect to any Developer Default, the City and the Authority will also deliver a copy of such notice or demand to the Senior Lender; provided however that failure of the City or the Authority to give any such notice shall not limit the City's or the Authority's ability to exercise any of their respective rights and remedies.

(b) Lender's Option to Cure Events of Default. Upon the occurrence of a Developer Default, Senior Lender will have the right at its option (but not the obligation), to cure or remedy such Developer Default within the cure periods set forth herein or such other cure period agreed to by the City and Authority in writing. If Senior Lender acquires title to all or a portion of the Property through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of the Property remains subject to each of the restrictions set forth in this Agreement and remains subject to all of the obligations of Developer under the terms of this Agreement, but the purchaser at a foreclosure sale or grantee under a deed in lieu of foreclosure shall have no personal liability for a breach of such obligations under this Agreement so long as:

(i) the party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Agreement; and

(ii) the party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Project improvements on the portion of the Property it owns.

The purpose of this section is to permit Senior Lender following a foreclosure or a deed in lieu of foreclosure to hold title to all or a portion of the Property it acquires through foreclosure or deed in lieu of foreclosure, without personal liability, until it can sell or otherwise transfer all of such portion of the Property to a third party who will assume the obligations of Developer under the terms of this Agreement and proceed with the development of the Property pursuant to the terms of this Agreement.

Article 22

Compliance Requirements

22.1 Employment, Contracting, and Wage Requirements. With respect to the design and construction of the Site Improvements, Developer agrees as follows:

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

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

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

(ii) Payrolls/Records. Contractors and subcontractors of any tier shall furnish to Developer copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30. Subcontractors of any tier must furnish payrolls to the prime contractor. The City and Authority may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

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

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

(c) Vendor Outreach Program. Developer agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the City's Vendor Outreach Program as required by Chapter 84 of the Saint Paul Administrative Code. Under Chapter 84, as the developer of the Property, the Developer is permitted to be the prime contractor for the Project. In entering into contracts and subcontracts for the Site Improvements for professional services and construction services Developer and its contractors and subcontractors of any tier shall meet the requirements set forth in Exhibit K.

(d) LCPtracker/B2Gnow. This Agreement is subject to contract compliance tracking, and Developer, contractors and subcontractors or any tier are required to provide any noted and/or requested contract compliance-related data electronically using the LCPtracker/B2Gnow systems. Developer, contractors, and subcontractors of any tier are responsible for responding by any noted response date or due date to any instructions or request for information and for checking the LCPtracker/B2Gnow systems on a regular basis to manage contact information and contract records. Developer is responsible for ensuring all contractors and subcontractors or any tier have completed all requested items and that their contact information is accurate and up-to-date. The

City and Authority may require additional information to be provided electronically through the LCPtracker/B2Gnow systems at any time before, during, or after execution of this Agreement. Information related to contractor/subcontractor access of the LCPtracker/B2Gnow systems will be provided to a designated point of contact with Developer and each identified contractor and subcontractor or any tier upon execution of this Agreement. The LCPtracker/B2Gnow systems are web-based and can be accessed at the City's Internet address.

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

(f) Preconstruction Compliance Conference/Ongoing Meetings.

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

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

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

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

(i) Contract Documents. Developer shall incorporate in all construction, services, and materials contracts for the Site Improvements to which it is a party the requirements of this section and to cause its contractors and subcontractors of any tier to incorporate the requirements of this section in all subcontracts.

The City and Developer have determined that the construction of the Site Improvements will be treated as a single project for all purposes under this Section 22.1, including, without limitation, the prevailing wages for the Site Improvements will be at labor rates based on heavy highway rates which will be established at commencement of construction of the Public Infrastructure.

22.2 Sustainable Building Policy. Developer agrees to be bound by and to comply with, and to cause its contractors and subcontractors of any tier to comply with, the requirements of the Sustainable Building Policy as of the date of this Agreement as set forth in Exhibit N and the requirements of Chapter 81 of the Saint Paul Administrative Code.

22.3 Signage - Credit, Acknowledgments and Notices, Publicity. If construction signage is used for the Site Improvements, Developer shall, prior to the commencement of construction, at its own expense, erect a sign of reasonable size in a prominent position on the Property indicating to the general public the name of the project and acknowledging the participation of the City and the Authority. The design of any signage shall comply with the sign specifications and the requirements that can be obtained from the City and Authority. Developer shall also give reasonable notice to the City and Authority of groundbreaking, opening ceremonies and like events so the City and Authority may obtain publicity of and participation in such events. Developer agrees to assist and cooperate in and with such publicity and participation, including authorizing the City's and the Authority's use of Developer's brands, logos and trade dress as reasonably necessary to identify the project and Developer. Developer further agrees that the City and Authority shall also have the right to issue press releases concerning the project. If Point Source Implementation Grant (PSIG) funds are received by the City for a project, Developer will further display a sign with the Clean Water Legacy logo at the project site identifying that the applicable portion of the project was built with assistance from the Clean Water, Land, & Legacy Amendment.

22.4 Books and Records. Developer will establish and maintain accurate and complete books, accounts, and records pertaining to the design, engineering, development, and construction of the Public Infrastructure in a manner that is consistent with normally accepted accounting practices and is supported by source documentation. Developer shall retain all such books, accounts, and records (specifically including proof of insurance and proof of payment of insurance premiums) for a period of six years from the date of this Agreement or six years from the date that all Public Infrastructure is completed, whichever is later. The City, Authority, and their respective representatives, will have the right, but not the obligation, at all reasonable times to inspect, examine and copy all books and records of Developer relating to the Public Infrastructure and to inspect all work done, labor performed, and material furnished with respect to the Public Infrastructure. Nothing in this section shall limit the obligations of Developer with respect to the preparation, maintenance and furnishing of any records required under the obligations set forth in this Article.

Article 23 Claims; Mediation

23.1 Claims. A claim is any written demand or assertion by a party seeking interpretation of this Agreement, payment of funds, extension of time, or other contractual or equitable relief. Notice of any claim by a party must be submitted in writing to other parties and Senior Lender pursuant to Section 14.2(b) of this Agreement within 21 days after occurrence of the event giving rise to such claim or within 21 days after the party first recognizes the condition giving rise to the claim, whichever is later, otherwise such

claims shall be waived. If the City or the Authority are making the claim only the Developer and Senior Lender must be noticed. If a claim is not resolved through discussions between the parties, the claimant may proceed with mediation as set forth in this Article. Pending final resolution of a claim by mediation or subsequent litigation, Developer shall continue performance and the City and Authority shall continue to make payments of undisputed amounts.

23.2 Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action; **provided, however**, that nothing in this Agreement shall prevent a party from taking any action necessary to preserve claims or defenses from expiration or termination under applicable statutes of limitations or other applicable time limits. Each party agrees to participate in up to two hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents of each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

Article 24 Additional Provisions

24.1 Recording, Release. This Agreement will run with the Property and Developer will record this Agreement against the Property in the Recording Office. After Developer has completed and City has accepted any Phase of the Public Infrastructure, at Developer's request, the City will execute and deliver to Developer a release of this Agreement in recordable form with respect to portion the Property affected by or bound by such completed and accepted Public Infrastructure (e.g., if the Public ROW and Site Utilities on all sides of a Block are complete, the City will release such Block from this Agreement).

24.2 Conflicts of Interest. No official or employee of the City or the Authority shall have any financial interest, direct or indirect, in this Agreement, the Property or the Site Improvements, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

24.3 Titles of Articles and Sections. Any titles of the several parts, articles and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

24.4 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 date delivered or if delivery is refused, then as of the date presented; or (b) if sent or mailed by certified U.S. mail, return receipt requested, or by Federal Express, Express Mail or other mail or courier service, then as of the date received. All such communications shall be addressed as follows (which address(es) for a party may be changed by that party from time to time by notice to the other parties). No such communications to a party shall be effective unless and until deemed received at all address(es) for such party.

If to 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 Senior Lender:	Wells Fargo Bank, National Association 90 South Seventh Street, 18th Fl. MAC N9305-18B Minneapolis, MN 55402

Attn: John Rent
John.e.rent@wellsfargo.com

With a copy to

Wells Fargo Bank, National Association
Wells Fargo Loan Center
Commercial Real Estate Loan Services
MAC N9300-085
600 South Fourth Street, 8th Floor
Minneapolis, MN 55415-1526
Attention: Lee Thor
Lee.thor@wellsfargo.com

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

24.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

24.6 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 hereby consents to personal jurisdiction and venue in the foregoing court. Developer hereby waives trial by jury for any litigation arising out of this Agreement.

24.7 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable under Legal Requirements, the remainder of this Agreement shall not be affected thereby, and each remaining term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted Legal Requirements.

24.8 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.

24.9 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.

24.10 Consents and Approvals. Whenever the terms “consent,” “approve,” or “approval” are used herein, they shall mean consent or approval in a party’s sole discretion. All consents or approvals must be delivered in writing in order to be effective.

24.11 Additional Documents. When reasonably requested to do so by another party, each party shall execute or cause to be executed any further documents as may be reasonably necessary or expedient and within their lawful obligation in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement.

24.12 Representatives. Except as otherwise provided herein, all approvals and other actions required of or taken by the Authority or the City shall be effective upon action by the Authorized Representative of the Authority or City, as applicable. All actions required of or taken by Developer shall be effective upon action by a duly authorized officer, manager, or partner, as applicable.

24.13 Limitation. All covenants, stipulations, promises, agreements and obligations of the City or Authority contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or Authority, respectively, and not of any governing body member, officer, agent, servant or employee of the City or Authority in the individual capacity thereof.

24.14 Superseding Effect. Except for the terms and conditions set forth in the Redevelopment Agreement, this Agreement reflects the entire agreement of the parties with respect to the development of the Site Improvements, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Site Improvements.

24.15 Amendment. This Agreement may not be amended or modified except in writing properly subscribed by each party hereto.

24.16 Assignment. This Agreement may not be assigned by Developer without the prior written consent of the City and Authority other than in favor of Senior Lender in accordance with the Collateral Assignment of Redevelopment Agreement and Site Improvement Performance Agreement among City, Authority and Senior Lender.

24.17 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

24.18 Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. No delay on the part of the City or Authority in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of the City and Authority specified in this Agreement shall be in addition to and not exclusive of any other right and remedies which the City or Authority, by operation of law, would otherwise have.

24.19 No Third Party Benefit. Other than as explicitly stated in this Agreement, the obligations, covenants, representations, and agreements of Developer hereunder are for the exclusive benefit of the City and Authority and shall not be construed to create rights or convey benefits to any other third party not a party to this Agreement.

24.20 Survival of Terms. The following section will survive the expiration or earlier termination of this Agreement: Section 18.01 [Insurance]; Section 19.1 [Release and Indemnification Covenants by Developer]; Section 21.2 [Remedies on Default] to the extent of any Developer Default arising prior to such termination or expiration; Section 21.3 [Developer Limited Remedies on Default; Waiver of Consequential Damages] to the extent of any default of the City or Authority arising prior to such termination or expiration; Section 23.2 [Mediation]; Section 24.4 [Notices and Demands]; Section 24.6

[Governing Law, Jurisdiction, Venue and Waiver of Trial by Jury]; and Section 24.19 [No Third Party Benefit].

24.21 Data Practices Act. Developer acknowledges that all of the data created, collected, received, stored, used, maintained or disseminated by Developer with regard to the performance of its duties under this Agreement are subject to the requirements of Chapter 13, Minnesota Statutes (“Minnesota Governmental Data Practices Act”).

24.22 No Waiver of Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall in any way affect or impair the City’s or Authority’s immunity or the immunity of the City’s and Authority’s employees, consultants and contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing in this Agreement shall in any way affect or impair the limitations on the City’s or Authority’s liability or the liability of the City’s and Authority’s employees, consultants and independent contractors. By entering into this Agreement, the City and Authority do not waive any rights, protections or limitations as provided under law and equity for the City or Authority, or of their respective employees, consultants and contractors.

24.23 City and Authority Regulatory Authority. Nothing in this Agreement shall be construed to limit or modify the City’s or Authority’s regulatory authority.

Article 25

Parent Guarantee

25.1 Parent Guaranty for Public Infrastructure. In consideration of the premises, obligations, and undertakings of the City and Authority set forth in this Agreement, Ryan Companies US, Inc., a Minnesota corporation (“**Parent**”) agrees to take all action necessary to cause Developer to perform all of its agreements, covenants, and obligations under this Agreement with regard to Developer’s obligations for the design, construction and installation of the Public Infrastructure (the “**Public Infrastructure Guaranty**”). Parent unconditionally guarantees to the City and Authority the full and complete performance by Developer of its agreements, covenants, and obligations under this Agreement for the design, construction and installation of the Public Infrastructure to the extent the City and Authority make available to Developer the Public Investment funds in accordance with the Redevelopment Agreement to fund the cost of the Public Infrastructure. Parent shall be liable for any breach or default of any representation, warranty, agreement, covenant, or obligation of Developer under this Agreement regarding the Public Infrastructure. Upon the occurrence of both (a) the City’s final inspection and acceptance of a specific portion or element of the Public Infrastructure and (b) expiration of all warranties and claims periods for the design, construction and installation of such accepted portion or element of the Public Infrastructure, Parent’s obligations under the Public Infrastructure Guaranty with respect to such accepted portion or element of the Public Infrastructure shall automatically be terminated, released, and discharged.

25.2 Parent Guaranty for Public Open Spaces. In consideration of the premises, obligations, and undertakings of the City and Authority set forth in this Agreement, Parent agrees to take all action necessary to cause Developer to perform all of its agreements, covenants, and obligations under this Agreement with regard to Developer’s obligations for the design, construction and installation of the Public Open Spaces (the “**Public Open Spaces Guaranty**”). Parent unconditionally guarantees to the City and Authority the full and complete performance by Developer of its agreements, covenants, and obligations under this Agreement for the design, construction and installation of the Public Open Spaces to be developed by Developer to the extent the City and Authority make available to Developer the Public Investment funds in accordance with the Redevelopment Agreement to fund the cost of the Public Infrastructure. Parent shall be liable for any breach or default of any representation, warranty, agreement, covenant, or obligation of Developer under this Agreement regarding such private improvements. Upon the City’s issuance of both

(a) a full and final certificate of occupancy for a specific Public Open Space that is developed by Developer (unless such certificate of occupancy is not applicable to the type of improvement at issue, in which case, only the condition in the following clause (b) will apply) and (b) the “Element Release” (as defined in the Redevelopment Agreement”) for such Public Open Space, Parent’s obligations under the Public Open Spaces Guaranty with respect to such Public Open Space shall automatically be terminated, released, and discharged.

25.3 Parent Waiver. Parent hereby waives diligence, presentment, demand of performance, filing of any claim, any right to require any proceeding first against Developer, protest, notice, and all demands whatsoever in connection with the performance of its obligations set forth in this Article. The Public Infrastructure Guaranty shall be applicable and binding on the successors and assigns of Parent. Parent joins in this Agreement as a signatory only for purposes of this Article.

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

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

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director, Office of Financial Services

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
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 _____, 20____,
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

As to Article 25 [Parent Guarantee]:

RYAN COMPANIES US, INC.,
a Minnesota corporation

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, the _____ of Ryan Companies US, Inc., a Minnesota corporation
on behalf of the corporation.

Notary Public

Exhibit A

Legal Description of the Property

Park A, Park B, Park C, and Park D;

Outlot A, Outlot B, Outlot C, and Outlot D;

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 11;

Lot 1, Block 12;

Lot 1, Block 13;

Lot 1 and Lot 2, Block 14;

Lot 1, Block 15;

Lot 1, Block 16;

Lot 1, Block 17;

Lot 1, Block 18;

Lot 1 and Lot 2, Block 19;

Lot 1, Block 20;

Lot 1, Block 21;

Lot 1, Block 22;

Lot 1, Block 23;

Lot 1, Block 24;

Lot 1 and Lot 2, Block 25;

Lot 1, Block 26;

Lot 1, Block 27;

Lot 1, Block 28;

Lot 1, Block 29;

Lot 1, Block 30;

Lot 1 and Lot 2, Block 31;

Lot 1, Block 32;

Lot 1, Block 33;

Lot 1, Block 34;

Lot 1 and Lot 2, Block 35; and

Lot 1, Block 36;

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

Exhibit B

Off-Site Improvements

[See attached.]



EXHIBIT B OFF-SITE IMPROVEMENTS NOVEMBER 12, 2019



GENERAL PROJECT SCOPE

The Developer is responsible to design, construct and install the Off-site improvements described in the AUAR at the following locations:

- Cretin Avenue and Ford Parkway
- Mt. Curve Boulevard and Ford Parkway
- Cleveland Avenue and Montreal Avenue

The following information is from the AUAR Table 13: Summary of Transportation Issues and Mitigation



Table 13: Summary of Transportation Issues and Mitigation

Issue	Traffic Improvement	2040 Ryan Development Scenario	2040 Master Plan Maximum Development Scenario
Ford Parkway/Mount Curve Boulevard			
Side-street delays	1) Signalize/turn lane improvements	X	X
Ford Parkway/Cretin Avenue			
Southbound queues	1) Modify signal timing and phasing	X	X
	2) Extend eastbound and westbound left-turn lanes		
	3) Restrict parking to Pinehurst/Highland and restripe segment	N/A	X
	4) Construct southbound right turn lane		
Ford Parkway/Cleveland Avenue			
Intersection operations and queues	1) Extend eastbound left turn lane	X	X
	2) Remove parking and provide a southbound right turn lane		
Ford Parkway/Fairview Avenue			
Left turn operations and queues	1) Provide left turn signal phasing	X	X
Intersection operations and queues	2) Construct southbound right turn lane	X	X
	3) Implement TDM strategies and refine land use guidance ¹⁶	N/A	X
Cleveland Avenue/Montreal Avenue			
Travel pattern changes	1) Switch side-street stop control to north/south approach or install all-way stop control	X	X
	2) Construct intersection for potential future signal ¹⁶		
Saint Paul Avenue/Montreal Avenue			
Intersection operations and queues	1) Install traffic signal/turn lanes or hybrid roundabout	X	X
Cretin Avenue/Randolph Avenue			
Intersection queues	1) Provide northbound/southbound left turn lanes	X	X

¹⁶ For the Maximum Development Scenario, relocating density to the southern portion of study area could impact timing of the potential signal at the Cleveland Avenue/Montreal Avenue intersection

Exhibit C

Concept Scope

[See attached.]



EXHIBIT C FORD SITE REDEVELOPMENT – SAINT PAUL, MN CONCEPT SCOPE NOVEMBER 13, 2019

GENERAL PROJECT SCOPE

The general project scope of work associated with the Ford Site Redevelopment Overall Infrastructure Budget (Infrastructure Budget) dated September 30, 2019 includes the following:

- Ford Site Zoning and Public Realm Master Plan adopted September 27, 2017 (Master Plan).
- Ford Site Zoning and Public Realm Master Plan Amendments adopted April 11, 2019 (Master Plan Amendments).
- Concept Infrastructure Plans dated August 29, 2019 (Infrastructure Plans).

The intent of this scope clarifications document is to provide specific clarifications, inclusions and exclusions not specifically addressed within the documents described above. If scopes are not specifically addressed in this document, nor in the Master Plan, Master Plan Amendments or Infrastructure Plans, Ryan has excluded them from the Infrastructure Budget.

Please note the format of this document coincides with the Infrastructure Budget format.

CLARIFICATIONS, INCLUSIONS & EXCLUSIONS

GLOBAL COMMENTS:

1. All materials used for construction/ installation of public infrastructure shall follow the Saint Paul Department of Public Works Construction of Public Infrastructure by Private Developers Policy dated October 31, 2019.
2. All concrete work completed in the right-of-way (ROW) shall be completed by contractors licensed to work in the City of Saint Paul and shall be completed to the Saint Paul Department of Public Works Construction of Public Infrastructure by Private Developers Policy dated October 31, 2019.
3. Design of street lighting system must comply with City lighting standards.
4. Design of street signage must comply with City signage standards.
5. Any reasonable public infrastructure damage resulting from contractor's activities, incidental or otherwise, shall be repaired/ replaced to the satisfaction of the City at no cost to the City.



6. Installation of private electrical wiring, conduit, receptacles and/or lighting in the City's ROW is not allowed. This includes stubbing conduit or cable into the ROW to accommodate utility feeds to a building site. Coordination of known building locations will be completed prior to construction where possible.
7. All work associated with bridges used for transportation purposes (bike, pedestrian or vehicular) or retaining walls that support or protect public infrastructure shall be designed and installed per Saint Paul Public Works' Construction of Public Infrastructure by Private Developers Policy, dated October 31, 2019. Finn Street shall be big block, or similar material, with a 4ft maximum height per prior discussion and approval by the City of St. Paul.
8. Ryan will be responsible for design, development, construction and installation of all public infrastructure in accordance with applicable legal requirements, City of Saint Paul requirements and pursuant to construction documents as approved by the City of Saint Paul.
9. In case of conflict between or among this document and the Site Improvement Performance Agreement, the Site Improvement Performance Agreement shall prevail.
10. Notwithstanding anything to the contrary in this document, nothing here shall be construed to limit or modify the City of Saint Paul's regulatory authority.
11. Infrastructure Plans are subject to the Site Plan Approval, Ordinance Permit Approval and Parks Plans Approval processes defined in the Site Improvement Performance Agreement. Ryan has included civil engineering onsite inspections to provide a certificate of compliance/ completion at time of inspection and turnover.

STREETS: PAVING/ CURB & GUTTER

STREETS: PAVING/CURB & GUTTER:

Streets: Paving/ Curb & Gutter is based on the following design criteria:

- Inclusions:
 - ROW widths are as identified in the approved Plat.
 - All paving and curb & gutter will be completed by Ryan Companies and third-party vendors, not City forces. Ryan will identify maintenance routes and pavement surfaces that can support and provide city equipment access to maintain City infrastructure, including City sanitary sewer systems and public stormwater bmp systems.
 - Approved City of Saint Paul standard bituminous paving mix designs will be utilized. Pricing excludes specialty mix designs.
 - Primary streets are assumed to be: 12" recycled class V, 3" base coarse and 2" wear coarse bituminous. The street cross section thickness will be finalized during the detail design phase. Ryan assumes that thicknesses above and beyond our assumption would constitute a change and be subject to the Change Order process defined in the Redevelopment Agreement. The following streets are considered primary:
 - Cretin Ave
 - Mt. Curve Blvd
 - Bohland Ave
 - Montreal Ave
 - Finn Street
 - Village Way (Vehicle areas only. Bike/pedestrian areas will have a reduced section)

- Woodlawn Ave (North of Bohland Ave)
- Secondary streets and alleys are assumed to be: 10” recycled class V, 2” base course and 2” wear coarse bituminous. The street cross section thickness will be finalized during the detail design phase. Ryan assumes that thicknesses above and beyond our assumption would constitute a change and be subject to the Change Order process defined in the Redevelopment Agreement. The following streets and alleys are considered secondary:
 - Woodlawn Ave (South of Bohland Ave)
 - Ranger Way
- Woodlawn Ave (South of Bohland Ave) will be constructed as approximated by the typical section provided by the City on or about 9/18/19 which includes alternating parking, sidewalks on both sides of the avenue, and boulevards as shown in the City’s Street Design Manual.
- Ranger Way South of Bohland Ave) will be constructed as approximated by the typical section provided by the City on or about 9/13/19 which includes 5ft wide sidewalks on both sides of the roadway.
- New curb & gutter is included at locations shown in the Infrastructure Plans. Note not all road and alley sections to receive curb & gutter.
 - Curb & gutter assumed to be MNDOT B624, with standard mix design. Curb and gutter to be as directed by the City according to Standard Plates (3100C for B curb) and mix design shall be MnDOT Schedule of Materials Control.
 - 6” concrete pedestrian ramps with truncated domes assumed at intersections & cross-walks.
- Existing curb & gutter along Mississippi River Blvd (MRB), Ford Pkwy and Montreal Ave. to remain. Existing unused curb cuts will be replaced with curb MB612 per City of Saint Paul Standard Plate 3106A. New curb cuts will be provided at locations shown in the Master Plan.
- Traffic marking/stripping is included at newly constructed streets and bike/ped facilities. Except for repairs to disturbed or damaged streets, restriping existing, adjacent streets is excluded from this section and would be considered an Offsite Improvement. Offsite Improvements are described in separate section below.
- Street name signs shall be per the City and are included.
 - Signs regulating parking and/or traffic on private property (outside of the public right-of-way ”ROW”) shall be furnished and installed by the property owner or contractor at no cost to the St. Paul Public Works Department.
 - Removal of existing signs, the reinstallation of salvaged signs, or the installation of new signs that regulate traffic and parking within the public ROW but not within the development area shall be completed by the City at the expense of the development. All equipment, materials, and labor costs associated with the City affecting a complete sign installation shall be the responsibility of the development. Contact Chris Gulden of Public Works 651-266-9778 two weeks in advance of needed sign work.
 - New signs regulating parking and/or traffic in the public ROW within the development shall be as approved by Public Works Traffic Engineering.
- Bituminous sections, will be reviewed and optimized during the Infrastructure Plans design phase.
- Subject to Global Comment #1, Ford Motor Co. previously crushed existing, clean, building concrete and buried onsite. This existing concrete may be used in the class V road base section as needed.
- Subject to Global Comment #1, Existing concrete paving and retaining walls will be demolished and crushed by Ryan (onsite) for reuse as road section or sidewalk Class V as needed.
- Subject to Global Comment #1, Existing limestone bedrock removed during utilities and stormwater utilities installation will be crushed by Ryan (onsite) for reuse as road section or sidewalk Class V as



needed.

- Pavement surfaces overlaying city sewer will be designed to support a sewer vactor truck.
 - The City commented regarding rock surface to be excavated to a minimum of 5ft below finished street grade. Ryan response is that all grading is currently 5ft, or greater, above limestone bedrock. Decorah Shale is within 5ft of finished street sections at some locations. Removal of Decorah Shale to 5ft below finished street section is excluded from the scope of work.
- Exclusions:
 - Beechwood Ave, Saunders Ave, Yorkshire Ave, and Village Way (Bike/pedestrian only areas) are included in the sidewalk section below.

- Cretin Avenue future transportation corridor (2 lanes) have been replaced with green boulevards and green islands. The future removal of boulevards and islands and replacement of any curb & gutter and bituminous needed for future transportation network is excluded. The future relocation of utilities for future LRT or other transportation network is excluded.
- Subject to Global Comment #5, Replacing existing curb and gutter along MRB, Ford Pkwy and Montreal Ave. above what is described above.
- Subject to Global Comment #5, Reconstruction of existing streets above and beyond what is described above.
- Private alleys and drive isles are excluded. Private alleys and drive isles are shown on Lot 1, Block 8; Lot 1 Block 9; Lot 1 Block 10; lot 1 Block 14; Lot 1 Block 15; Lot 1 Block 19; Lot 1 Block 20; Lot 1 Block 21; Lot 1 Block 25; Lot 1 Block 26; Lot 1 Block 27; Lot 1 Block 31; Lot 1 Block 32; Lot 1 Block 35; Lot 1 Block 36.
- Ranger Way north of Bohland and east of Lot 1 Block 3 will be constructed within the City outlot as a private alley. The entire cost of Ranger Way north of Bohland and East of Lot 1 Block 3 will be included in the private development of Lot 1 Block 3 and will not be a public infrastructure
- Future connection to Ford Pkwy at Lot 1 Block 1, Lot 1 Block 2, Lot 1 Block 3 to access private drives are excluded from the Infrastructure Budget. These costs would be funded by the specific development as required.
- Parking meter supply or installation is excluded.
- Existing below grade structures remaining will not be removed below the ROW unless the structure specifically impacts grading or utilities installation.
- Existing fill will be cut, filled and compacted as directed by the Geotechnical Engineer to support ROW infrastructure. Ryan will not complete a full soil correction to bedrock below what is directed by the Geotechnical Engineer for ROW infrastructure and as approved by the City.
- Metro Transit BRT infrastructure is excluded from this budget. Provisions for future LRT are excluded.

STREETS: TRAFFIC SIGNALS & STREET LIGHTING

Streets: Traffic Signals & Street Lighting is based on the following design criteria:

- Inclusions:
 - . Ryan and the City will jointly approve the specific street light pole and fixture during the design phase. The street light poles will be City standard poles. Street lighting including supply, installation, light pole bases, light fixtures, conduit, wiring, distribution, controller cabinets, etc. for a fully operating system are including. Lighting photometrics will be completed to determine the actual light spacing. Standard Plates for signal and lighting equipment is on the City's website.
 - Street lighting devices will be spaced such that they meet City lighting standard and produce the required lumens.
 - Street lighting systems shall be as shown in the approved Infrastructure Plan and meet the Saint Paul Public Works' Construction of Public Infrastructure by Private Developers policy
 - No spare conduits will be provided for the street lighting or future use. Supply and installation of interior traffic signals will be determined by the AUAR. Currently supply and installation of one (1) new traffic signal internal to the site is included. The traffic signal is assumed to be MNDOT standard (with arms on poles that reach out over drive lane). See alternate section of Infrastructure Budget for additional cost to add a second traffic signal.
 - A \$90,000 allowance is included for the supply and installation of pedestrian crossing infrastructure as requested by Public Works. Scope of work will be designed to meet this budget, since the scope is unknown.



- Exclusions:
 - Landscape, fountain, monument sign or public art specialty or accent lighting is excluded.
 - Onsite solar specific to street lighting is excluded.
 - The Infrastructure Budget excludes the supply and installation of any electric vehicle charging station infrastructure. Ryan shall provide locations, as mutually agreed. The costs for all infrastructure shall be funded by others.
 - Spare conduit within the streets is excluded from the Infrastructure Budget. This was removed as a cost savings measure.
 - Please see Off-Site Improvement section below for assumptions related to traffic signals along Ford Pkwy and Cleveland Ave.
 - Traffic signal and street light pricing excludes any banner signage or planter mounting hardware.

STREETS: TREES

Streets: Trees is based on the following design criteria:

- Inclusions:
 - Trees will be supplied and installed within the ROW as required by the Master Plan.
 - Ryan has assumed (787) new trees with the ROW. Additional supply and installation of new trees is included in the Parks and Civic Space enhancement sections below.
 - Trees will be 2.5" caliper minimum diameter per Table 4.4 of the Master Plan. Ryan will consult with the City Forester for species variety and details.
 - Existing, mature trees will be persevered where possible. Final count of salvageable trees will be dependent on new pathway routing along MRB, Ford Pkwy and final design of Finn Saint
 - Ryan will water trees and boulevard plantings during construction until final acceptance by City.
- Exclusions:
 - Planting soil, shrubs, perennials, seed and sod are excluded from Streets: Trees and included in the Streets: Landscaping/ Site Furnishings section below.
 - Infrastructure Budget excludes irrigation of ROW trees.
 - Rain gardens within the ROW are excluded from the Infrastructure Budget at this time.
 - Tree grates are excluded.
 - Tree trench system for stormwater treatment.



- City, or 3rd party, plan review, inspections, monitoring and material testing will be funded directly by the City and are excluded from this cost of work.

STREETS: VEHICLE & PEDESTRIAN BRIDGES

Streets: Vehicle & Pedestrian Bridges is based on the following design criteria:

- Inclusions:
 - Pedestrian bridge crossing at Central Water Feature at Village Way
- Exclusions:
 - All landscaping, fountains or water features are included in the Central Water Feature Enhancements below.
 - Bohland Avenue is no longer a vehicle bridge.

STREETS: SIDEWALKS

Streets: Sidewalks is based on the following design criteria:

- Inclusions:
 - Includes the supply and installation of all sidewalks and elevated bike lanes as shown in the Infrastructure Plans.
 - Ambulatory pedestrian sidewalks to be constructed at a depth of at least 4". Curb ramps, pedestrian ramps, concrete at back of curb and sidewalks with regular vehicle maintenance to be at a depth of at least 6". Concrete experiencing regular traffic or commercial access to be at a depth of at least 8".
 - Ryan has assumed Seventy percent (70%) of all ROW sidewalks and bike lanes are assumed as 4", gray, unreinforced, standard mix sidewalks.
 - Ryan has assumed that Thirty percent (30%) of all ROW sidewalks and bike lanes are assumed at 6" or 8", gray, unreinforced, standard mix sidewalks where maintenance vehicles or regular traffic are required. Locations of 4", 6" or 8" will be determined during the design process.
 - East and West Great Falls Passage are 8", unreinforced, standard mix sidewalks with integral color(s) which is sufficient to support maintenance vehicles.
 - 6" gray, standard mix, curb cuts will be provided at intersections shown in the Infrastructure Plans. Truncated domes will be provided per City of Saint Paul standards.
 - Beechwood Ave, Saunders Ave, Yorkshire Ave, MRB pathway and Village Way (Bike/pedestrian only areas) are included in the sidewalk Infrastructure Budget.
 - These sections are assumed to be: 6" recycled class V, 2" base course and 2" wear coarse bituminous which is assumed sufficient to support City maintenance vehicles. Assumed thickness will be verified during detailed design. Ryan assumes that thicknesses above and beyond our assumption would constitute a change and be subject to the Change Order process defined in the Redevelopment Agreement
 - Subject to Global Comment #1, Ford Motor Co. previously crushed existing, clean, building concrete and buried onsite. This existing concrete may be used in the class V road base section as needed.
 - Subject to Global Comment #1, existing concrete paving and retaining walls will be demolished and crushed by Ryan (onsite) for reuse as road section or sidewalk Class V as needed.
 - Subject to Global Comment #1, existing limestone bedrock removed during utilities installation will be crushed by Ryan (onsite) for reuse as road section or sidewalk Class V as needed.
 - Ambulatory pedestrian sidewalks need to meet Saint Paul Public Works' Construction of Public Infrastructure by Private Developers policy.



- Exclusions:



- Existing below grade structures remaining will not be removed below the ROW unless the structure specifically impacts the ROW or subgrade utility engineering, safety, grading, constructability or installation.
- Existing fill will be cut, filled and compacted as directed by the Geotechnical Engineer to support ROW infrastructure. Ryan will not complete a full soil correction to bedrock below what is directed by the Geotechnical Engineer for ROW infrastructure and as approved by the City.

STREETS: LANDSCAPE/ SITE FURNISHINGS

Streets: Landscape/ Site Furnishings is based on the following design criteria:

- Inclusions:
 - Landscaping in the ROW is assumed to be a combination of turf and plantings. Design has yet to be completed.
 - Site furnishings as approved by the City.
 - Existing suitable topsoil shall be reused as planting soil within the ROW for landscaping and trees. Additional topsoil will be imported, as needed, to satisfy City standard for depth of topsoil; twelve inches (12”) is the City’s standard and is consistent with the Ford demolition plane as well as public space enhancements.
 - Temporary seeding is included as necessary for soil erosion control.
 - Boulevards widths will vary as shown in the Infrastructure Plans.
- Exclusions:
 - Import of specialty planting soil is excluded, except as required to satisfy City standards.
 - Irrigation of ROW planting areas is excluded. Ryan shall be responsible to water ROW planting areas until final acceptance by the City.
 - Landscaping at Parks and Civic Spaces is excluded as shown in the approved Infrastructure Plans.

SITE UTILITIES: WATER

Site Utilities: Water is based on the following:

- Inclusions:
 - Water main piping supply and installation as shown in the Infrastructure Plans. Design and installation subject to Saint Paul Regional Water Service (SPRWS) design approval and oversight.
 - Wet tap connection to existing main assumed at three (3) locations. Actual connection to existing water main will be completed by the City.
 - Seventy (70) fire hydrants (this was calculated at 1 hydrant per 300 LF of watermain pipe). Final count will be determined based on applicable laws and City standards during the Infrastructure Plans design phase.
 - Known private water/fire service locations will be installed at time of water main installation. Services will be stubbed to the property line for future connection by the private site development.
 - Pipe, fittings, valves, etc. will be supplied and installed according to current City standard specification.
 - Piping material and bury depths are based on the following:
 - 6” pipe to be Class 53 DIP
 - 8” and up to be Class 52 DIP



- 6.5ft of cover for 12” or larger pipe.
 - 8ft of cover for all piping less than 12”.
- The budget assumes existing, suitable, soils may be reused as pipe bedding and backfill.
- Bedrock excavation as necessary to complete water main installation is included.
- Street closures associated with wet tap connections are included.
- All water utility scopes will be completed by 3rd party trades, not City forces.
- Exclusions:
 - Water main within private alleys is excluded from the Infrastructure Budget. This scope shall be the responsibility of the benefiting private development/owner. See alternates section of Infrastructure Budget should water and sewer main within private alleys be rejected by the City.
 - Excludes all costs associated with the supply and installation of water main to the Brookfield Hydroelectric Plant. Ryan shall size water service to accommodate Brookfield; however, the cost to supply and install the system from the newly constructed water main to Brookfield property is by others.
 - Excludes all costs associated with utility connections to CP Rail property and all other properties above what is shown in the Infrastructure Plans.
 - Subject to Global Comment #5 and except as required to provide service connections, reconstruction of existing city systems is excluded. The Ford Site redevelopment team to work with City staff to assess development impacts to existing systems. Reconstruction of existing systems due to age and existing conditions will result in a scope change at the City’s sole discretion.

SITE UTILITIES: SANITARY

Site Utilities: Sanitary is based on the following design criteria:

- Inclusions:
 - Sanitary sewer main supply and installation as shown in the approved Infrastructure Plan and meet the Saint Paul Public Works’ Construction of Public Infrastructure by Private Developers policy.
 - Piping material is assumed to be C900, ductile iron wyes for sewer service connections, and precast concrete manholes will flexible water-tight pipe connectors in accordance with City standards. Minimum pipe slopes will be determined during the Infrastructure Plans design phase and shall, at a minimum, meet applicable laws and codes. Any slopes below 0.5% will be reviewed and approved by Public Works prior to proceeding. Materials for private sanitary sewer services to be ductile iron, SDR 26 PVC or C900 PVC with mechanical plugs to facilitate air testing of the mainline sewer and installed sewer service stubs.
 - Supply and installation of one (1) new sanitary drop shaft along MRB for connection to existing sanitary tunnel. Existing drop shafts may be utilized if deemed structurally adequate. If deemed structural inadequate Ryan may reinforce if deemed more cost effective than supply and installation of new. Provide up to two (2) connections to sanitary sandrock tunnel system. One tunnel connection may be located along MRB and the second near Ford Parkway. New constructed or modified sanitary tunnel connections shall conform to the following:
 - Provide a dedicated wet shaft with overflow and a dedicated dry shaft for access purposes to inspect, maintain and repair the sanitary sandrock tunnel.
 - No exposed sandrock is allowed.
 - Location, size and capacity of sanitary tunnel connection to be coordinated with estimated peak sanitary sewer flows as detailed out in the sanitary sewer comprehensive study.



- Location of tunnel access structures and surrounding finished surfaces to fully support a sewer vactor truck.
- Known private sanitary connections will be installed at time of sanitary main installation. Services will be stubbed to the property line for future connection by the private site development.
- Pipe, fittings, structures, etc. will be supplied and installed according to applicable legal requirements and current City standard specification at time of final construction document approval.
- Sanitary sewer structures will be supplied and installed where shown in the approved Infrastructure Plan and meet the Saint Paul Public Works' Construction of Public Infrastructure by Private Developers policy..
- The budget assumes existing, suitable, soils may be used as pipe bedding and backfill.
- Bedrock excavation as necessary to complete sanitary sewer installation is included.
- All sanitary utility scopes will be completed by 3rd party trades, not City forces.
- Cleaning and scoping of new sanitary main is included.
- Temporary maintenance of sanitary sewer is included based on Ryan document "Sanitary Sewer-Temporary Inspection and Maintenance" updated on 11/2/2019
- Exclusions:
 - Sanitary sewer main within private alleys is excluded from the Infrastructure Budget. This scope shall be the responsibility of the benefiting private development/owner. Please see comments under Water Main exclusions regarding alternate pricing.
 - Excludes all costs associated with supply and installing sanitary sewer main to the Brookfield Hydroelectric Plant. Ryan shall size sanitary sewer service to accommodate Brookfield; however, the cost to supply and install these systems from the newly constructed sanitary sewer main, including potential lift station, to Brookfield property is by others.
 - Excludes all costs associated with utility connections to CP Rail property and all other properties above what is shown in the Infrastructure Plans.
 - Subject to Global Comment #5, reconstruction of existing city systems is excluded except as required to provide service connections to existing City systems. Please see comments under Water Main exclusions should existing city systems require repair or modifications.

SITE UTILITIES: STORM (EXCLUDING PONDS & CENTRAL WATER FEATURE)

Site Utilities: Storm is based on the following design criteria:

- Inclusions:
 - Storm sewer main supply and installation as shown in the approved Infrastructure Plans.
 - Storm sewer piping is assumed to be RCP. C900, C905, SDR26 PVC are also deemed approved. Wire trace is required should plastic pipe be used.
 - Storm sewer structures, manholes, catch basins and flared ends will be supplied and install as shown in the approved Infrastructure Plans. Manhole spacing shall meet City standards. Spacing of catch basin inlets shall comply with MnDOT State Aid inlet spread calculations where applicable.
 - Known private storm sewer connections will be installed at time of sanitary main installation. Services will be stubbed to the property line for future connection by the private site development.
 - Pipe, fittings, structures, etc. will be supplied and installed according to applicable legal requirements and City standard specification in effect at time of Infrastructure Plans approval.



- The Infrastructure Budget assumes existing, suitable, soils may be reused as pipe bedding and backfill.
 - Bedrock excavation as necessary to complete sanitary sewer installation is included as necessary.
 - All storm sewer utility scopes will be completed by 3rd party trades, not City forces.
 - Cleaning and scoping of new storm sewer main is included.
 - Minimum full flow velocity shall be three feet per second (fps). The maximum velocity shall be ten fps, except where entering ponds, where maximum shall be six fps.
 - New trunk storm sewer shall be designed to the 10 year design flow for direct tributary areas and at a maximum design to carry the 100 year storm event pond discharge.
 - Hydrology is modeled using Curve Number methodology and Curve Numbers based on Public Works approved values for impervious areas and open spaces as that provided the flexibility to model different surfaces throughout the entire development. Ryan does not intend to use the Rational Method (with runoff coefficients) or mix hydrologic methods (i.e. using both Curve Numbers and Rational Method).
 - To promote efficient hydraulics within manholes, manhole benching shall be provided to 1/2 diameter of largest pipe entering or leaving the manhole.
 - Manhole and catch basin castings to be used on all streets shall be consistent with City standard plates.
 - The number of catch basins at low points will be evaluated further for higher flow conditions with the approval of the Sewer Utility design engineer.
 - Private storm sewer connections are not permitted to City catch basins or sanitary sewers.
 - Private storm sewer connection must be no deeper than 5ft at property line.
 - Minimum storm pipe diameters are 15 inches at catch basin pipe leads and 8 inches for perforated piping.
 - Where practical, match crowns of inlet and outlets at manhole structures.
 - The submitted plan must include a note stating that the "Connections to public sewers must be done by a Licensed House Drain Contractor under permit from Saint Paul Department of Public Works."
 - Storm sewer passing within 10ft of a building are governed by MN Plumbing code.
 - All work and materials shall meet the Saint Paul Public Works' Construction of Public Infrastructure by Private Developers policy.
- Exclusions:
 - Below grade and above grade stormwater filtration systems are excluded from this section. All costs associated with stormwater filtration and rate control are included in the Storm Utilities sections below.
 - Excludes all costs associated with utility connections to CP Rail property and all other properties above what is shown in the Infrastructure Plans.
 - Subject to Global Comment #5, reconstruction of existing city systems is excluded. See comments under Water Main should existing city systems require reconstruction.
 - Tree trench systems for stormwater management.

SITE BALANCE FOR STREET & UTILITIES CONNECTIONS

Site Balance for Street & Utility Connections is based on the following design criteria:

- Inclusions:
 - The Infrastructure Budget is based on Ford Motor Co's proposed demolition plan amendment such that existing concrete paving, asphalt paving and concrete retaining wall will remain in place and 12" of topsoil



is not imported. Existing monitoring wells to be removed by Ford Motor Co prior to the start of earthwork activities.

- Subject to Global Comment #1, the Infrastructure Budget assumes existing concrete, paving and limestone bedrock will be crushed onsite for beneficial reuse throughout the site, including within ROW road and sidewalk sections.
- Mass grading, including both cutting and filling, will be completed according to the grading plan. Mass grading will be phased to maximize existing onsite soils and minimize the quantity of imported material necessary.
- Temporary grading of private developments, leaving high or low, may be completed to minimize import or export material quantities. All temporary grading will be reviewed and approved by the DSI and CRWS during the design and permitting process.
- Subject to Global Comment #1, offsite material will be imported as needed to balance the site. This material will range in quality as needed to complete infrastructure in order to minimize overall project costs. All imported material will be reviewed and approved for use by Ryan's Geotechnical and Environmental Engineering Consultants.
- Shale bedrock, weathered shale and other geotechnically unsuitable material will be utilized within green spaces wherever possible to minimize the quantity of exported material.
- Subject to Global Comment #1, existing crushed concrete, asphalt, brick, wood, etc was encountered onsite during geotechnical due diligence. This material will remain onsite wherever possible as deemed appropriate by the Geotechnical Engineer. Material will be exported as required by the Geotechnical Engineer or Environmental Engineer only.
- Soil erosion control supply, installation and maintenance is included as necessary. Scopes include perimeter barriers, temporary seeding, temporary ponds, temporary entrances, etc. as necessary. This scope of work will be further reviewed with the City and CRWD during the design and permitting process.

- Exclusions:

- Except for east side of the site referenced in the bullet point below, below grade structures within six feet (6') of grade will be removed. Other below grade existing structures will only be removed as necessary for earthwork or utilities installation. Full removal of existing structures is excluded.
- The east side of site is not being graded to make east/west connections to existing streets north of Montreal. Any future east/west connections will require grading by adjacent property owners to make roadway connections.

STORM UTILITIES: CENTRAL WATER FEATURE

Storm Utilities: Central Water Feature is based on the following design criteria:

- Inclusions:

- Supply and installation of all below grade and open air stormwater filtration and rate control measures as required to meet Master Plan requirements and as shown in the approved Infrastructure Plans.
 - Below grade filtration and rate control structures have yet to be finalized. StormTrap structures with gravity sand filtration or Contech StormFilter with pipe gallery storage are both approved systems for use. Final design is subject to review and approval during Site Plan Approval and Permitting
 - Open air filtration will be a combination of open air filtration areas and sand benches. A combination of sand and iron enhanced sand will be utilized.



- The Infrastructure Budget includes the following for the storm utility portion of the Central Water Feature:
 - Excavation, including bedrock removal as necessary, associated with the Central Water Feature.
 - Mass grading of Central Water Feature.
 - Existing onsite shale will be utilized as pond liner.
 - Existing onsite limestone bedrock will be utilized as rip-rap along the west edge of the Central Water Feature to aid in erosion control.
 - Supply and installation of all tiered cast-in-place footings, cast-in-place retaining walls, cast-in-place seat walls and cast-in-place stairs along the north and east edges of the Central Water Feature. Standard gray concrete finish is assumed. Enhanced finishes will be reviewed only if they fall within the Infrastructure Budget.
 - Backfill of footings, retaining walls, seat walls and stairs and associated rough grading.
- Exclusions:
 - Supply and installation of synthetic pond liner. Existing onsite material will be used for a liner.
 - All landscape, trees, sidewalks, lighting, site furnishings, bollards, fencing, and other enhancements are included below.
 - City and CRWS plan review, inspections, monitoring and material testing will be funded directly by the City and are excluded from this cost of work.

STORM UTILITIES: GATEWAY GROUNDS

Storm Utilities: Gateway Grounds is based on the following design criteria:

- Inclusions:
 - Excavation, including bedrock removal as necessary, associated with the stormwater ponds.
 - Existing onsite shale will be utilized as pond liner.
 - Existing onsite limestone bedrock will be utilized as rip-rap around the ponds as necessary for soil erosion control.
 - Stormwater piping and structures from the ponds to existing city systems are included.
- Exclusions:
 - Iron enhanced sand benches are included in the stormwater filtration allowance included in the Central Water Feature.
 - Reconstruction of existing systems are excluded.
 - All landscape, trees, sidewalks, lighting, site furnishings, bollards, fencing, and other enhancements are included below.
 - City and CRWS plan review, inspections, monitoring and material testing will be funded directly by the City and are excluded from the Infrastructure Budget

STORM UTILITIES: HIDDEN FALLS HEADWATER

Storm Utilities: Hidden Falls Headwater Feature is based on the following design criteria:

- Inclusions:



- Excavation, including bedrock removal as necessary, associated with the Hidden Falls Headwater Feature.
- Mass and fine grading of the Hidden Falls Headwater Feature.
- Existing onsite shale will be utilized as pond liner where necessary.
- Existing onsite limestone bedrock will be utilized as rip-rap around the stream as necessary to aid in erosion control.
- Supply and installation of the open air filtration system.
- Exclusions:
 - Subject to Global Comment #4, reconstruction of existing Hidden Falls infrastructure south of the Ford Redevelopment is excluded.
 - All landscape, trees, sidewalks, lighting, site furnishings, bollards, fencing, and other enhancements are included below.
 - City CRWS plan review, inspections, monitoring and material testing will be funded directly by the City and are excluded from this cost of work.

OFFSITE IMPROVEMENTS:

Offsite Improvements Infrastructure budget are based on the following design criteria:

- Inclusions:
 - The following table outlines offsite intersections included and excluded from the Infrastructure Budget.
 - The scope of work remains unknown until the AUAR is complete. These estimates are based on SRF's preliminary traffic review and historical data of intersection renovations of similar size.
 - All scopes are assumed to be completed by 3rd party subcontractors, not city forces. Estimated costs may change should intersections be completed by City forces.

Scope of Work	Included/ Excluded	Responsibility
Ford Pkwy/ Mt Curve Blvd Improvement	Included	Ryan
Ford Pkwy/ Cretin Ave Improvement	Included	Ryan
Cleveland Ave/ Montreal Ave Improvement	Included	Ryan
Montreal Ave/ St Paul Ave Improvement	Included	City
Cleveland Ave/ St Paul Ave Improvement	Included	City
Highland Pkwy/ Mt Curve Blvd Improvement	Excluded	Excluded
Highland Pkwy/ Cretin Ave Improvement	Excluded	Excluded
Cleveland Ave/ MRB Improvement	Excluded	Excluded
Cleveland Ave / Ford Pkwy Improvement	Included	City

- The following assumptions are included in each scope of work:
 - Traffic-Signal – Optimize timing – Adjacent Streets
 - The scope includes labor to modify timing of existing traffic signals at intersections adjacent to the streets.
 - Traffic Signal Interconnection – New & Existing:

- The scope includes supply and installation of new conduit and wiring from existing signals at Ford Pkwy & Cretin, Ford Pkwy & Mt. Curve, one (1) new traffic signal. This scope was suggested by Public Works during initial meetings to ensure the existing and new traffic signal infrastructure can be sequenced as necessary.
- Ford Pkwy / Mt. Curve Blvd Improvements:
 - Intersection design and approvals.
 - General conditions costs associated with construction.
 - Supply and install new traffic signal.
 - Supply and install new grading, subbase, curb & gutter, paving, striping and landscaping associated with a new south-bound left turn lane.
 - Supply and install new curb & gutter, paving and striping associated with westbound turn lane as required by the AUAR traffic study.
 - Supply and install new pedestrian crosswalks including ADA ramps and striping at the four (4) pedestrian intersections.
 - Temporary traffic control and pavements.
 - Relocate hydrant, street lights and catch basins
 - Patch existing sidewalks as necessary.
 - Excludes relocating existing overhead power.
 - Excludes costs associated with providing new ROW if necessary.
- Ford Pkwy / Cretin:
 - Intersection design and approvals.
 - General conditions costs associated with construction.
 - Supply and install new traffic signal with pedestrian cross walk. Note potential cost savings if existing signal can be modified. Unsure of feasibility due to added protected bike path.
 - Demo a portion of existing island and supply and install of new grading, subbase, curb & gutter, paving, striping and landscaping associated with extending the westbound left turn lane as required by the AUAR traffic study.
 - Supply and install new curb & gutter, paving and striping associated with new eastbound right turn lane as required by the AUAR traffic study.
 - Supply and install new pedestrian crosswalks including ADA ramps and striping at the four (4) pedestrian intersections. Note potential cost savings if existing infrastructure can be salvaged.
 - Temporary traffic control and pavements.
 - Relocate street lights and catch basins.
 - Patch existing sidewalks as necessary.
 - Relocated bus stop.
 - Excludes costs associated with providing new ROW if necessary.
- Cleveland Ave & Montreal:

- Intersection design and approvals.
- General conditions costs associated with construction.
- Modify side street stop sign to north/south approach per AUAR traffic study. See alternate section of Infrastructure Budget should traffic signal be required.
- Excludes modifying existing curb and gutter to extend eastbound, westbound, northbound or southbound turn lanes. It is assumed restriping can be completed within existing roadway widths as necessary to support reconfigured stop sign configuration.
- Re-stripe as necessary.
- Montreal Ave & Saint Paul Ave:
 - A traffic signal or roundabout may be considered. The roundabout option is currently budgeted, which is estimated to be the more costly option. Scope associated with the traffic signal is outlined in the SRF preliminary review dated September 7, 2018.
 - Demolition of existing paving, curb and gutter and sidewalk as necessary to complete the roundabout.
 - Supply and installation of new grading, subbase, curb & gutter, paving, striping and landscaping associated with the roundabout.
 - Supply and installation of new sidewalks around the roundabout.
 - Relocate and add new street lighting as necessary at the roundabout.
 - Relocation of catch basins as necessary.
 - Temporary traffic control and pavement.
 - Excludes costs associated with providing new ROW if necessary.
- Cleveland Ave & Saint Paul Ave:
 - Supply and installation of new roundabout at this intersection is included.
 - Demolition of existing paving, curb and gutter and sidewalk as necessary to complete the roundabout.
 - Supply and installation of new grading, subbase, curb & gutter, paving, striping and landscaping associated with the roundabout.
 - Supply and installation of new sidewalks around the roundabout.
 - Relocate and add new street lighting as necessary at the roundabout.
 - Relocation of catch basins as necessary.
 - Temporary traffic control and pavement.
 - \$500,000 for ROW acquisitions are included in the estimated cost of work.
- Cleveland Ave & Ford Pkwy:
 - \$880,000 was added to the budget for a left turn lane at Ford Pkwy and Cleveland Ave as requested by Public Works. Final design and construction shall be completed by the City.
- Exclusions:
 - Intersection improvements at the following:



- Highland Pkwy & Mt. Curve Blvd
- Highland Pkwy & Cretin Ave
- Cleveland Ave & Mississippi River Blvd
- All other intersections not specifically included above.
- City, County and MNDOT plan review, inspections, monitoring and material testing will be funded directly by the City and are excluded from this cost of work.

PUBLIC SPACE: CENTRAL WATER FEATURE ENHANCEMENTS

Public Space: Central Water Feature Enhancements is based on the following design criteria:

- Inclusions:
 - The Central Water Feature will be designed, managed and constructed to the following budget. The scope of work will increase or decrease as necessary to adhere to the budget set forth:

Scope of Work	Unit Cost	U/M	Quantity	Total
Topsoil - Import & Place or Amend Existing	\$10.00	CY	4,251	\$42,514
Finish Grade	\$0.25	SF	192,451	\$48,113
5" concrete sidewalks	\$6.50	SF	77,664	\$504,816
Sidewalk Preparation	\$1.10	SF	77,664	\$85,430
Sidewalk- HC/Pedestrian Ramps @ Roadways	\$325.00	ea	8	\$2,600
Concrete Benches	\$75,000.00	LS	1	\$75,000
Seat Walls along Great Falls Passage	\$150,000.00	LS	1	\$150,000
Sidewalk Ramping (for accessibility)	\$125,000.00	LS	1	\$125,000
Landscape & Irrigation	\$10.25	SF	114,787	\$1,176,950
Site Furnishings	\$750.00	ea	75	\$56,250
Site Electric & Lighting	\$6,700.00	ea	50	\$335,000
Bollards/ Pedestrian & Vehicle Traffic Separation	\$4,150.00	ea	125	\$518,750
Decorative Fencing	\$65.00	LF	2,020	\$130,815
Decorative Stair Handrails	\$10,000.00	ea	10	\$100,000
Water Design Feature at Bohland	\$150,000.00	LS	1	\$150,000
GCs, Permits, Fees				\$282,190
Contingency, Inflation, Design, Construction				\$1,104,356
Total				\$4,887,875

- Exclusions:
 - All work associated with the stormwater utility component of the Central Water Feature which are funded separately and described above.
 - The Central Water Feature Enhancements will be funded privately; therefore, will not be subject to a public design process.



PUBLIC SPACE: CIVIC SQUARE ENHANCEMENTS

Public Space: Civic Square Enhancements is based on the following design criteria:

- Inclusions:
 - The Civic Square will be designed, managed and constructed to the following budget. The scope of work will increase or decrease as necessary to adhere to the budget set forth:

Scope of Work	Unit Cost	U/M	Quantity	Total
Topsoil - Import & Place or Amend Existing	\$10.00	CY	736	\$7,360
Plaza/Hardscapes	\$20.00	SF	67,104	\$1,342,080
Sidewalk Preparation	\$1.10	SF	67,104	\$73,814
Landscape & Irrigation	\$10.00	SF	14,424	\$144,240
Trees	\$1,000.00	ea	30	\$30,000
Fountain @ Cretin & Ford Pkwy	\$600,000.00	LS	1	\$600,000
Stairs & Ramps	\$300,000.00	LS	2	\$600,000
Retaining Walls	\$250,000.00	LS	1	\$250,000
Tree Planters	\$100,000.00	LS	1	\$100,000
Site Furnishings	\$750.00	ea	75	\$56,250
Site Electric & Lighting	\$6,700.00	ea	50	\$335,000
Bollards/ Pedestrian & Vehicle Traffic Separation	\$750.00	ea	125	\$93,750
Decorative Fencing	\$65.00	LF	350	\$22,750
Decorative Stair Handrails	\$10,000.00	ea	8	\$80,000
Splash Pad/ Fountain	\$100,000.00	LS	1	\$100,000
GCs, Permits, Fees				\$309,102
Contingency, Inflation, Design, Construction				\$1,209,677
Total				\$5,354,023

- Exclusions:
 - The Civic Square Enhancements will be funded privately; therefore, will not be subject to a public design process.

PUBLIC SPACE: GATEWAY PARK ENHANCEMENTS

Public Space: Gateway Park Enhancements is based on the following design criteria:

- Inclusions:
 - The Gateway Park Enhancements will be designed, managed and constructed to the following budget. The scope of work will increase or decrease as necessary to adhere to the budget set forth:

Scope of Work	Unit Cost	U/M	Quantity	Total
Topsoil - Import & Place or Amend Existing	\$10.00	CY	4,077	\$40,766
Finish Grade	\$0.25	SF	117,022	\$29,256
5" concrete sidewalks	\$6.50	SF	6,955	\$45,208



Sidewalk Preparation	\$1.10	SF	6,955	\$7,651
Trees	\$1,000.00	ea	50	\$50,000
Landscape & Irrigation	\$5.70	SF	110,067	\$627,555
Monument Sign	\$162,500.00	LS	1	\$162,500
Site Furnishings	\$1,250.00	ea	70	\$87,500
Site Lighting	\$6,700.00	ea	3	\$20,100
GCs, Permits, Fees				\$86,280
Contingency, Inflation, Design, Construction				\$337,658
Total				\$1,494,472

- Exclusions:
 - The Gateway Park Enhancements excludes the storm water utility component which is described above.
 - The sidewalks along MRB and Ford Pkwy are excluded from this section and included in the Streets: Sidewalks section above.

PUBLIC SPACE: HIDDEN FALLS HEADWATER FEATURE ENHANCEMENTS

Public Space: Hidden Falls Headwater Enhancements is based on the following design criteria:

- Inclusions:
 - The Hidden Falls Headwater Feature Enhancements will be designed, managed and constructed to the following budget. The scope of work will increase or decrease as necessary to adhere to the budget set forth:

Scope of Work	Unit Cost	U/M	Quantity	Total
Topsoil - Import & Place or Amend Existing	\$10.00	CY	5,281	\$52,806
Finish Grade	\$0.25	SF	142,577	\$35,644
5" Concrete Sidewalks	\$6.50	SF	7,209	\$46,859
Sidewalk Preparation	\$1.10	SF	7,209	\$7,930
Trees	\$1,000.00	ea	60	\$60,000
Landscape & Irrigation	\$4.04	SF	213,866	\$864,922
Site Furnishings	\$1,250.00	ea	22	\$27,500
Site Lighting	\$6,700.00	ea	0	\$0
Park Enhancements	\$200,000.00	LS	1	\$200,000
GCs, Permits, Fees				\$104,424
Contingency, Inflation, Design, Construction				\$408,665
Total				\$1,808,750

- Exclusions:
 - The Hidden Falls Headwater Feature Enhancements described above excludes the Hidden Falls Headwater Storm Utility which are described and funded separately.



- The MRB sidewalk within the ROW is included in the Streets: Sidewalk costs further described above.

PUBLIC SPACE: NEIGHBORHOOD PARK FEATURE ENHANCEMENTS

Public Space: Neighborhood Park Enhancements is based on the following design criteria:

- Inclusions:
 - The Neighborhood Park Enhancements will be designed, managed and constructed to the following budget. The scope of work will increase or decrease as necessary to adhere to the budget set forth:

Scope of Work	Unit Cost	U/M	Quantity	Total
Topsoil - Import & Place or Amend Existing	\$10.00	CY	2,579	\$25,789
Finish Grade	\$0.25	SF	64,627	\$16,157
5" concrete sidewalks	\$6.50	SF	6,955	\$45,208
Sidewalk Preparation	\$1.10	SF	6,955	\$7,651
Trees	\$1,000.00	ea	60	\$60,000
Landscape & Irrigation	\$4.04	SF	69,631	\$281,312
Site Furnishings	\$1,250.00	ea	68	\$85,000
Site Lighting	\$6,700.00	ea	0	\$0
Park Enhancements	\$700,000.00	LS	1	\$700,000
GCs, Permits, Fees				\$98,416
Contingency, Inflation, Design, Construction				\$385,153
Total				\$1,704,685

- Exclusions:
 - All ROW scopes (curb & gutter, blvd trees, ROW lighting and sidewalks) are excluded from this section and included in the Streets sections above.

PUBLIC SPACE: SOUTH PARK ENHANCEMENTS:

Public Space: South Park Enhancements is based on the following design criteria:

- Inclusions:
 - The South Park Enhancements will be designed, managed and constructed to the following budget. The scope of work will increase or decrease as necessary to adhere to the budget set forth:

Scope of Work	Unit Cost	U/M	Quantity	Total
Topsoil - Import & Place or Amend Existing	\$10.00	CY	2,432	\$24,324
Landscape	\$3.00	SF	59,187	\$177,562
Trees	\$1,000.00	ea	40	\$40,000
GCs, Permits, Fees				\$19,495
Contingency, Inflation, Design, Construction				\$76,293
Total				\$337,674



- Exclusions:
 - Note the Community Gardens programming was removed from the project during the value engineering process; therefore, this areas will need to be redesigned accordingly to the budget set above.
 - City and Parks plan review, inspections, monitoring and material testing will be funded directly by the City and are excluded from this cost of work.

GENERAL CONDITIONS & REQUIREMENTS

- Full-time Site Supervision
- Dedicated Project Management Personnel,
- Temporary utilities (water and sanitary) are available as needed within, or directly adjacent to, the site.
- Supt Fuel, Postage/Courier, Plan Printing, Jobsite Trailer and Technology
- Equipment rental
- Subcontractor Payment Processing, Project Related Software
- Dumpsters
- General Liability Insurance and Builder's Risk Insurance.
- Performance bonds will only be required on those scopes funded publicly. All scopes privately funded are not subject to Performance bonds.
- Standard permit fees. Inflated permit fees as a result of project size, or iterative design review process, is excluded.
- Existing site fence to remain. Fence will be removed and modified as needed as infrastructure is completed. New site fence will be installed where private, undeveloped, lots meet publicly used ROW. This fence will be modified by the private developments as those lots are constructed and opened.
- Site security is included. Site security may include cameras versus full time security guard.
- Street sweeping and erosion control as required to meet minimum permit and AHJ requirements is included.
- Ryan is responsible for maintenance until infrastructure is turned over to the City for public use at which time maintenance is the responsibility of others.
- One year warranty from the turnover date is included. Additional special warranties required by current City Specifications is included.
- The stormwater connection fee is excluded from all scopes of work. This connection fee will not be charged at time of building permit for any publicly or privately owned projects.

Exhibit D

Parks Design and Construction Schedule

[See attached.]

EXHIBIT D - PARK DESIGN AND CONSTRUCTION SCHEDULE - 11/4/		2020												2021												2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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Exhibit E

Project Schedule

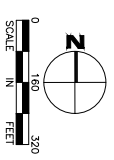
[See attached.]



2021 Complete Streets
 2021 Complete Sidewalks & Boulevards
 Previously Completed Streets
 Previously Completed Sidewalks & Boulevards

LEGEND

- | | |
|------------------------|---------------------------------------------|
| PROPOSED | PROPERTY BOUNDARY |
| CURB | EASEMENT LINE |
| EASEMENT AREA | EASEMENT AREA - TRAIL |
| 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 |

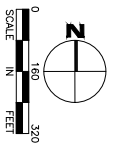




2022 Complete Streets
 2022 Complete Sidewalks & Boulevards
 Previously Completed Streets
 Previously Completed Sidewalks & Boulevards

LEGEND

- | | |
|------------------------|---------------------------------------------|
| PROPOSED | PROPERTY BOUNDARY |
| CURB | EASEMENT LINE |
| EASEMENT AREA | EASEMENT AREA - TRAIL |
| 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 |

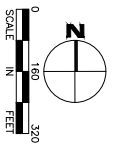




2023 Complete Streets
 2023 Complete Sidewalks & Boulevards
 Previously Completed Streets
 Previously Completed Sidewalks & Boulevards

LEGEND

- | | |
|------------------------|---------------------------------------------|
| PROPOSED | PROPERTY BOUNDARY |
| CURB | EASEMENT LINE |
| EASEMENT AREA | EASEMENT AREA - TRAIL |
| 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 |

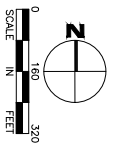




2024 Complete Streets ■
 2024 Complete Sidewalks & Boulevards ■
 Previously Completed Streets ■
 Previously Completed Sidewalks & Boulevards ■

LEGEND

- 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

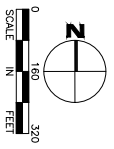




2025 Complete Streets
 2025 Complete Sidewalks & Boulevards
 Previously Completed Streets
 Previously Completed Sidewalks & Boulevards

LEGEND

- | | |
|----------|---------------------------------------------|
| 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 |





- 2026 Complete Streets
- 2026 Complete Sidewalks & Boulevards
- 2026 Complete Private Development
- Previously Completed Streets
- Previously Completed Sidewalks & Boulevards
- Previously Completed Private Development
- 2026 Private Development Work in Progress

LEGEND

- 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

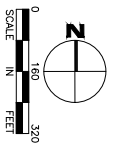


Exhibit F

Sanitary Sewer System Maintenance Protocols

[See attached.]



Sanitary Sewer System – Temporary Inspection and Maintenance

November 15, 2019

Pursuant to the Development Agreement, Ryan Companies will remain responsible for certain regular maintenance of the sanitary sewer system following inspection and acceptance by the City and pursuant to protocols to be established by Ryan and approved by the City. These maintenance obligations will continue until such time as the City determines that the flow rates created by the development at the Property have reached a level to eliminate the need for such maintenance protocols based on the following:

Phase 1: Construction and initial operation requirements must be met:

1. Pipe Slope: Pipe slope shall be a minimum of 0.5% for all public sewer.
2. Pipe Crowns: Matching sewer pipe crowns at manholes for all public sewers.
3. Sewer Invert Drops: Provide a 0.10-foot (min) sewer invert drop across all precast sanitary manholes.
4. Calculations and Documentation: Provide calculations and documentation to demonstrate the sanitary system design conforms to 10 State and City Design Standards, during all design phases. Pipe slopes may need to be greater than 0.5% to reduce the City's risk exposure to ragging, fats, oils and grease; risks presented by deep sewer (greater than 15 foot in depth) and convey average and peak flows (interim and full build out conditions) in accordance with 10 State and City Design Standards. The city recognizes the 10 State Standards has a recommended minimum full pipe velocity of 2 fps. 3.5 fps is the City's preferred cleansing velocity.
5. Provide all field construction inspection and testing work and documentation during the excavation, installation, backfill and compaction of all public sewer system.
6. Address all sanitary sewer construction punch list items submitted by the Saint Paul Sewer Utility.
7. Provide detailed sewer construction as-built drawings of all sewer system components, stamped by engineer of record. As-built drawings will be phased based on infrastructure phasing.
8. In accordance with the Ordinance Permit, provide video of each sewer segment and record the location of each manhole, fitting, and sanitary sewer service. Video inspection of sewer segments only needs to occur once unless problems are observed or video is of an unacceptable quality.
9. Ryan shall be fully responsible for addressing sewer backups until maintenance obligation turnover outlined in Phase 2 are met.
10. Ryan shall be fully responsible in providing all inspection, testing, cleaning and documentation of the sanitary sewer system to assure that there is no build-up of



sediments, or sewer back-ups, during all phases and timelines of development until maintenance obligation turnover outlined in Phase 2 are met.

Phase 2: Upon completion of Phase 1 components, provide proof of satisfactory operation of the sanitary system. Minimum operation is defined as a 2 fps velocity and no build-up of sediments nor sewer back-ups for a period of 30 days of a specific segment of pipe.

1. The phased comprehensive sanitary sewer report shall be used to determine the minimum velocities within a section of main. Field measurement of velocities shall not be a City requirement for maintenance responsibility turnover.
2. Documentation that no build-up of sediments nor sewer back-up have occurred within a 30 day period will be completed via visual inspection of structures. Televising of pipe shall not be a City requirement for maintenance responsibility turnover.

Exhibit G

Form of Completion Certificate



CITY OF SAINT PAUL DEPARTMENT OF PUBLIC WORKS

Certificate of Compliance

I hereby certify that work completed under this Ordinance Permit and materials provided for installation conform to the appropriate specifications and provisions of and the Department of Public Works, City of Saint Paul, Minnesota, *Standard Supplemental Specifications for Construction of Public Infrastructure by Private Developers Policy*, as amended, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Project Description

Permit Number

(Signature and License No.)

Date

Organization (Print)

1/2012

Exhibit H

Form of Public Infrastructure Conveyance

PUBLIC INFRASTRUCTURE CONVEYANCE

This Public Infrastructure Conveyance Agreement (“Agreement”) is made and entered into effective _____, 20____, by and between PROJECT PAUL, LLC, a Delaware limited liability company (“Developer”), and CITY OF SAINT PAUL, MINNESOTA, a municipal corporation existing under the laws of the State of Minnesota (“City”).

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

1. Notification. The Developer has delivered to the City a duly executed Certificate of Completion and, thereafter, the City has determined that the applicable components of the Public Infrastructure as described in Exhibit A hereto (the “Infrastructure”) appear to have been constructed in accordance with the approved plans and specifications and the preliminary and final plat and has so notified the Developer in writing. As a result, via this Agreement, the Developer is conveying the Property to the City in accordance with the Site Improvement Performance Agreement, dated December ___, 2019. The acceptance of the Infrastructure does not take effect until the Saint Paul City Council accepts the Infrastructure via Resolution.

2. Representations. The Developer hereby represents, certifies, and promises to the City the following:

- (a) With respect to the Property, Developer has complied with the provision of the Redevelopment Agreement, dated December ___, 2019, including that the Property conveyed to the City in this Agreement is completely constructed, constructed in compliance with all applicable Standards as described in the St. Paul Department of Public Works’ Construction of Infrastructure by Private Developers Policy, is free of defects, and is free and clear of any encumbrances or liens.
- (b) A final walk-through inspection with appropriate City staff has been completed and any required corrective work (written punch list) determined through said walk-through or as determined under the normal and ordinary course of on-site observations by City staff or those hired by the City to complete such observations, has been completed.
- (c) The following documents respecting the Property are complete, accurate, and have been filed with the appropriate department(s) of the City of Saint Paul:
 - (i) Original, reproducible As-Built Plans acceptable to the Department of Public Works, City of Saint Paul are on file with said Department.
 - (ii) Certificate of Completion signed by Engineer of Record who is a licensed Professional Engineer with the State of Minnesota per Minnesota State Statute 326.

- (iii) For sewer systems, video records of televised inspections of sewer mains have been submitted by permittee and approved by Sewer Utility staff.
- (iv) For sewer systems, sewer connection permit information on file with Public Works.
- (v) Operation and Maintenance plans.
- (vi) All other permit requirements as set forth in the Ford site ordinance permit policy.
- (d) Developer has undertaken any and all necessary actions to assign warranties it owns or possesses on or with the Property to the City.
- (e) Developer will duly execute and deliver any other documents as may be reasonably and customarily required in connection with the transfer of the Property to the City.

3. Conveyance. The Developer hereby dedicates, conveys and assigns in good title to the City of Saint Paul, together with all hereditaments and appurtenances all rights, entitlements, benefits, permits, approvals, and licenses that pertain to, with, or in the Property in its entirety, without reservation or exception, together with all warranties, free and clear of any mortgage, pledge, hypothecation, encumbrance, lease, license, lien or others security interest. If necessary, Developer shall execute a recordable Warranty Deed to be recorded with the Ramsey County Registrar's Office.

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

PROJECT PAUL, LLC,
a Delaware limited liability company

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

By: _____

Name: _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Notary Public

[Exhibit H to Site Improvement Performance Agreement (Ford Site)]

Exhibit I

Statement of Affirmative Action/Equal Opportunity Requirements

[See attached.]



CITY OF SAINT PAUL
Melvin Carter, Mayor

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

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

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

Definition of Terms:

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

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

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

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

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

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

Contact:

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

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

Workforce Participation Goals for Construction Contracts

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

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

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

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

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

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

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

Failure to make Good Faith Efforts

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

Exhibit J

Labor Standards/Wages

[See attached.]



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

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

NOTE: Owners, officers, shareholders of a corporation are employees and are to be paid the prevailing rate (including fringe benefits) when working at the project site; All wage information must be included.
- ☐ Apprentices/trainees are the only workers allowed to work at a lesser rate when registered in approved apprenticeship/training programs. Submit an Apprenticeship agreement, the current level of advancement and corresponding wage information the week the apprentice first appears on the jobsite. Apprentice to journey-worker ratios must be adhered to hour-for-hour. Apprentices/trainees working alone must be paid journey-worker rates based on the trade listed on the apprenticeship agreement. **THERE ARE 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

The requirements of the Ordinance/Statutes are as follows:

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

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

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

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

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

FOR ASSISTANCE OR SPECIFIC INFORMATION CONTACT:

Ethan Hansing • City Labor Standards • 15 W. Kellogg Blvd., St. Paul, MN 55102 •
651-266-8921 ethan.hansing@ci.stpaul.mn.us



NOTICE TO CONTRACTORS

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

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

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

Project Defined:

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

Site Visits

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

CONSTRUCTION DEFINITIONS:

1. Commercial construction

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

2. Highway and heavy construction

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

3. Residential construction or agricultural construction

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

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

ADDITIONAL REQUIREMENTS

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

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

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



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

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

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

Effective: 2019-11-04

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

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

Violations should be reported to:

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

Refer questions concerning the prevailing wage rates to:

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

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.				
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2019-11-04	32.80	20.44	53.24
112	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	2019-11-04	16.28	4.07	20.35

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

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

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2019-11-04	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				

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

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

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

TRUCK DRIVERS

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

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2019-11-04	47.10	24.40	71.50
702	BOILERMAKERS	2019-11-04	38.33	27.43	65.76
703	BRICKLAYERS	2019-11-04	36.05	19.68	55.73
704	CARPENTERS	2019-11-04	38.96	22.08	61.04
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLIPREWAGE@STATE.MN.US</u>			
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	PILED RIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-11-04	38.91	22.08	60.99
717	PIPEFITTERS . STEAMFITTERS	2019-11-04	47.89	27.55	75.44
		2020-05-01	50.39	27.55	77.94
719	PLUMBERS	2019-11-04	48.12	25.33	73.45
		2020-05-01	50.87	25.33	76.20
721	SHEET METAL WORKERS	2019-11-04	44.46	29.17	73.63
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVIEW@STATE.MN.US			
724	TILE SETTERS	2019-11-04	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVIEW@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2019-11-04	40.17	17.63	57.80
		2020-07-01	41.42	17.63	59.05
728	WIRING SYSTEMS INSTALLER	2019-11-04	28.14	14.71	42.85
		2020-07-01	29.02	14.71	43.73
729	ASBESTOS	2019-11-04	32.68	19.66	52.34

LABOR CODE AND CLASS**EFFECT
DATE****BASIC
RATE****FRINGE
RATE****TOTAL
RATE**

ABATEMENT WORKER

730

SIGN ERECTOR

FOR RATE CALL 651-284-5091 OR EMAIL
DL.PREVWAGE@STATE.MN.US

Notice of truck rental rate certification and effective date

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

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

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

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

Three-axle units

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

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

Four-or-more-axle units

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

Tractors

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

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

Ken B. Peterson
Commissioner



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

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

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

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

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

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

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



CITY OF SAINT PAUL APPRENTICESHIP REQUIREMENTS

APPRENTICES/TRAINEES

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

PROBATIONARY APPRENTICES

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

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

PRE APPRENTICES (an individual not registered in a program)

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

HELPERS/ASSISTANTS

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

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

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



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

REQUIREMENTS

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

Bona Fide SELF-EMPLOYED SUBCONTRACTOR Status Demonstration

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

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

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

Bona Fide PARTNERSHIP Subcontractor Status Demonstration

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

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

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



BONA FIDE SELF-EMPLOYED AND PARTNERSHIP SUBCONTRACTOR STATUS DOCUMENTATION LOG

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

Project Name: _____ Date: _____

Prime Contractor: _____

Contact Name: _____

Address: _____

Telephone: _____

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

1. SUBCONTRACTOR: _____

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

2. SUBCONTRACTOR: _____

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

3. SUBCONTRACTOR: _____

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

4. SUBCONTRACTOR: _____

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

5. SUBCONTRACTOR: _____

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

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



CITY OF SAINT PAUL TRUCKING GUIDELINES

DEFINITION:

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

REQUIREMENTS:

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

EMPLOYEE TRUCK DRIVERS:

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

IMPORTANT:

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



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

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

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

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

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

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

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

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

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



CONTRACTOR PROFILE

Project Name: _____

Business Name: _____ **Federal Tax ID #:** _____

Address: _____

Phone #: _____ **Fax #:** _____

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

For _____
(Identify specific contract work)

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

Person authorized to certify (sign) payroll reports: _____

Person submitting electronic payroll reports: _____ Email: _____

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

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

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

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

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

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

_____ Phone #: _____

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

Owner/Principal Officer & Title (PLEASE PRINT) _____

Owner/Principal Officer Signature _____

Date _____

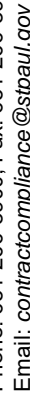
IS THIS A SOLE PROPRIETORSHIP OR PARTNERSHIP BUSINESS?

☐ Yes

☐ No

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

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)



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

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

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

Saint Paul Department of Human Rights and Equal Economic Opportunity

IDENTIFICATION OF PRIME CONTRACTOR AND SUBCONTRACTORS (INCLUDING MATERIAL SUPPLIERS)

Date _____

	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



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

09-11-13

Exhibit K

Vendor Outreach Program Requirements

[See attached.]

VENDOR OUTREACH PROGRAM

Human Rights & Equal Economic Opportunity

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

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

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

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

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

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

Procedure

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

How a business can be certified

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

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

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



CITY OF SAINT PAUL

Melvin Carter, Mayor

280 City Hall

15 Kellogg Boulevard West

Saint Paul, MN 55102-1659

Telephone: 651.266.8900

Facsimile: 651.266.8919

TDD: 651.266.8977

City of Saint Paul Vendor Outreach Program Good Faith Effort Standards

Excerpted From Chapter 84 of the Saint Paul Administrative Code

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

- (a) *Good faith efforts required.* On any contract with the City where a contracting party has failed to meet the established level of certified vendor participation, good faith efforts to meet such levels must be shown. Levels of certified vendor participation are evaluated throughout the duration of the contract.
- (b) *Factors to be considered.* When determining whether a good faith effort has been established the City will consider all relevant efforts, including but not limited to the following factors:

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

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

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

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

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

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



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

PHASE II: CONSTRUCTION:

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

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

PHASE III: PROJECT END:

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

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



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TDD: 651.266.8977

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

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

PHASE III: PROJECT END:

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

For questions, contact:

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

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



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VENDOR OUTREACH PROGRAM-SUBCONTRACTOR CHECKLIST

PHASE I: PRIOR TO PROJECT START

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

PHASE II: CONSTRUCTION:

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

PHASE III: PROJECT END:

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

For questions, contact:

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

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

Exhibit L

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 M

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

[See attached.]

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. The City may retain a project manager, consultant or assign staff to prepare a report analyzing whether it would serve the City's interests to use a PLA. If the City decides, based on its 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

Adopted by Council: Date 4/3/09
Adoption Certified by Council Secretary
By: Mary Erickson
Approved by Mayor: Date 6/9/09
By: Orin Oliver

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

09-584

Green Sheet NO: 3070817

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

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

**Assign
Number
For
Routing
Order**

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

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

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

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

_____ Planning Commission

_____ CIB Committee

_____ Civil Service Commission

Personal Service Contracts Must Answer the Following Questions:

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

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

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

Advantages If Approved:

Disadvantages If Approved:

Disadvantages If Not Approved:

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

Exhibit N

Sustainable Building Policy

[See attached.]



Legislation Text

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

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

THE COUNCIL OF THE CITY OF SAINT PAUL DOES HEREBY ORDAIN

Section 1

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

Chapter 81. Sustainable Building.

Sec. 81.01. Declaration of Policy.

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

Sec. 81.02. Definitions.

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

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

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

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

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

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

- (c) Director means the Director of the Department of Planning and Economic Development or their designee.
- (d) Major Renovation means renovation work performed on a building or portion thereof consisting of at least 10,000 square feet, and requiring installation of new mechanical, ventilation, or cooling systems, or the replacement of such systems.
- (e) New Construction means the planning, design, construction and commissioning of a new building, or an addition to an existing building if such addition requires installation of new mechanical, ventilation, or cooling systems.
- (f) Saint Paul Overlay means specific measurable standards that New Construction and Major Renovations must meet, and which are to be promulgated by the Director. The Saint Paul Overlay must include requirements for the following:
- (1) Predicted and actual energy use
 - (2) Predicted greenhouse gas emissions
 - (3) Predicted and actual use of potable water
 - (4) Predicted use of water for landscaping
 - (5) Utilization of renewable energy
 - (6) Electric vehicle charging capability
 - (7) Diversion of construction waste from landfills and incinerators
 - (8) Indoor environmental quality
 - (9) Stormwater management
 - (10) Resilient Design
 - (11) Ongoing monitoring of actual energy and water use
- (g) Sustainable Building Standard means any of the following:
- (1) For commercial projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. Saint Paul Port Authority Green Design Review (if applicable)
 - (2) For residential projects:
 - i. LEED for New Construction and Major Renovation; Certified Silver, Gold or Platinum
 - ii. State of Minnesota B3 Guidelines; Certified Compliant
 - iii. GreenStar; Certified Silver, Gold or Platinum
 - iv. Green Communities; Certified
 - (3) For parking structures:
 - v. Parksmart; Certified Silver or Gold

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

Sec. 81.03. Applicability.

This chapter applies to:

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

the HRA.

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

Sec. 81.04. Requirements.

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

Sec. 81.05 Waiver.

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

Section 2

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

Exhibit G

Form of TIF Note

No. R-1

[\$34,493,926.00]

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY

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

TAXABLE TAX INCREMENT REVENUE NOTE
(FORD SITE REDEVELOPMENT PROJECT)

December __, 2019

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “Authority”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to PROJECT PAUL, LLC, a Delaware limited liability company or its registered assigns (the “Registered Owner”), the principal of **[\$34,493,926.00]** or so much thereof as has been advanced from time to time and remains unpaid, but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount advanced, as reduced to the extent that such principal shall have been paid in whole or in part pursuant to the terms hereof. This Note is issued pursuant to that certain Redevelopment Agreement, dated as of December [___], 2019, as the same may be amended from time to time (the “Redevelopment Agreement”), by and between the Authority, the City of Saint Paul, Minnesota, municipal corporation and a home rule charter city (the “City”) and Project Paul, LLC, a Delaware limited liability company (the “Developer”).

1. Definitions. Unless the context otherwise specifies or requires, the following terms have the following definitions. Certain other capitalized terms are defined elsewhere in this Note. 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.

“Available Tax Increments” are the Tax Increments received and retained by the Authority, from the TIF District less the amount of Tax Increments, if any, which the Authority must pay to the school district, the City, the County and the State pursuant to the TIF Act, including without limitation, Minnesota Statutes, Sections 469.177, subds. 9 and 11; 469.176, subd. 4h; and 469.175, subd. 1a, as the same may be amended from time to time.

“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” means the City of Saint Paul, Minnesota, municipal corporation and a home rule charter city.

“Five-Year Rule” means Minnesota Statutes, Section 469.1763, Subd. 3 **Error! Bookmark not defined.**, as amended by the Special Law and as further amended from time to time, as applicable.

“Pledged Tax Increments” means **41.4%** of the Available Tax Increments.

“Special Law” means Laws of Minnesota 2017, 1st Spec. Sess. chapter 1, article 6, section 22.

“Tax Increments” means the tax increments derived from the TIF District and the improvements therein which have been received and retained by the Authority in accordance with the provisions of the TIF Act, including without limitation Minnesota Statutes, Section 469.177.

“TIF Act” means Minnesota Statutes, Sections 469.174 to 469.1794, as amended by the Special Law and as further amended from time to time, as applicable.

“TIF District” means the “Ford Site Redevelopment Tax Increment Financing District (#322)” established by the Authority on March 23, 2016, as amended from time to time, in accordance with the TIF Act and pursuant to the Tax Increment Financing Plan for the TIF District, adopted by the City Council on March 16, 2016, and adopted by the Authority on March 23, 2016, as amended from time to time.

“TIF Lender” means the holder of the TIF Loan, which at the Closing is Dougherty Funding LLC, a Delaware limited liability company, together with its successors and/or assigns solely as the holder of the TIF Loan and subject to Section 11.4(b) of the Redevelopment Agreement.

“TIF Loan” means the loan made to Developer for the purpose of obtaining funds necessary for constructing the Public Infrastructure and other Project improvements to be constructed by Developer, which financing is secured by this Note, and including any renewals, extensions and refinancing of such TIF Loan.

2. Advances. The principal amount of this Note shall be deemed advanced (each an “Advance”) as and to the extent Developer provides the Authority with invoices or cancelled checks or other documentation reasonably satisfactory to the Authority evidencing the payments of TIF Qualified Costs (“Payment Evidence”) as evidenced by an Advance Certificate in the form and attached as **Exhibit 3** to this Note, but only to the extent and in the amount confirmed and acknowledged by the Authority. On **May 1** and **November 1** of each year, commencing **May 1, 2020**, Developer shall deliver to the Authority an Advance Certificate and applicable Payment Evidence for TIF Qualified Costs paid in the preceding six-month period. Following the delivery of each Advance Certificate, the principal amount of this Note shall be deemed retroactively Advanced as of the first day of each month in an amount equal to the TIF Qualified Costs paid in the prior month as shown in the Payment Evidence (each a “Monthly Advance”) and such Monthly Advance amounts, as confirmed or adjusted by the Authority, shall be set forth in the Advance Certificate for each six-month period prior to the date submitted by Developer (e.g. amounts paid by Developer in March, for which Developer submits Payment Evidence confirmed and accepted by the Authority based on the Advance Certificate submitted on May 1, shall be deemed Advanced as of April 1). No amounts will be deemed Advanced under this Note with respect to costs incurred or paid after **January 1, 2026**. If Developer fails to incur and pay any TIF Qualified Costs by **January 1, 2026**, this Note shall be terminated and no Tax Increments shall be payable thereunder.

3. Interest Rate; Interest Accrual. The Advanced, outstanding and unpaid principal amounts hereof shall bear simple, non-compounding interest from the date of each corresponding Monthly Advance, except during any period that the payment on this Note has been suspended in accordance with this Note and the Redevelopment Agreement, at a rate equal to the rate on the TIF Loan which is initially [**6.00%**] per annum (which rate does not exceed the initial rate on the TIF Loan) (the “Initial Rate”) and if the rate

on the TIF Loan is increased to a rate greater than Initial Rate, the Authority will adjust the interest rate on this Note as follows: (A) on **March 1, 2025** to a rate equal to the lesser of **7.25%** per annum or the rate then in effect on the TIF Loan, and (B) on **March 1, 2030** to a rate equal to the lesser of **8.50%** per annum or the rate then in effect on the TIF Loan (the “Adjusted Rate”). Any Adjusted Rate shall take effect upon satisfaction of the following conditions: (i) Developer shall have requested an adjustment of the rate on this Note in writing submitted to the Authority at least 30 days prior to the dates set forth above and (ii) Developer shall have submitted evidence, satisfactory to the Authority, of the Adjusted Rate and that the Adjusted Rate is in effect under the TIF Loan on the date it is to become effective under this Note. Notwithstanding the foregoing, if at any point the rate on the TIF Loan is adjusted to a rate lower than the interest rate then in effect on this Note, Developer shall notify the Authority of such interest rate adjustment within 10 days thereof and the Authority will adjust the interest rate on this Note to a rate equal to the greater of the Initial Rate or the rate on the TIF Loan. Interest on this Note shall be computed on the basis of a 360 day year consisting of twelve 30-day months. Any interest which accrues and which is unpaid shall be carried forward, without interest, and shall be paid on the next Payment Date if and to the extent Pledged Tax Increments are sufficient.

4. Payments. The amounts due under this Note shall be payable from Pledged Tax Increments on **September 1, 2022** and on each **March 1** and **September 1** thereafter to and including the earliest of (i) the date on which the entire principal and accrued interest on this Note has been paid in full; (ii) **March 1, 2048**; or (iii) the date this Note is terminated if no Advances have been made under this Note as of **January 1, 2026** (the deadline determined under the Five-Year Rule) (the “Final Payment Date”) or, if the first should not be a Business Day the next succeeding Business Day (collectively, the “Payment Dates”). On each Payment Date, the Authority shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day preceding such Payment Date an amount equal to the Pledged Tax Increments received by the Authority during the six month period preceding such Payment Date. All payments made by the Authority under this Note shall first be applied to accrued interest and then to principal. If Pledged Tax Increments are insufficient to pay any accrued interest due, such unpaid interest shall be carried forward without interest, and shall be paid on the next Payment Date if and to the extent Pledged Tax Increments are sufficient. The Payment Amounts due hereon shall be payable solely from the Pledged Tax Increments derived from the TIF District which are paid to the Authority and which the Authority is entitled to retain pursuant to the provisions of the TIF Act. This Note shall terminate and be of no further force and effect following the Final Payment Date defined above. From and after the Final Payment Date the Authority shall have no further debt or obligation under this Note. This Note may be prepaid in whole or in part at any time without penalty.

5. No Representation or Warranty. The Authority makes no representation or covenant, express or implied, that the Pledged Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. There are risk factors in the amount of Tax Increments that may actually be received by the Authority and some of those factors are listed on the attached **Exhibit 1**. The Registered Owner acknowledges these risk factors and understands and agrees that payments by the Authority under this Note are subject to these and other factors.

6. Effect of Event of Default under Redevelopment Agreement. The Authority’s payment obligations hereunder shall be further conditioned on the fact that no Event of Default by Developer under the Redevelopment Agreement shall have occurred and be continuing, beyond all applicable notice, grace and cure periods afforded to Developer or any Lender hereunder or under the Redevelopment Agreement, at the time payment is otherwise due hereunder. Any such unpaid amounts shall become payable, without interest accruing thereon in the meantime, if said Event of Default shall thereafter have been cured or waived in writing by the Authority. If, in accordance with Section 12.6(c) of the Redevelopment Agreement, this Note is terminated or the principal amount hereof is reduced, the Authority’s obligation under this Note shall be terminated or reduced by the amount so reduced. Reference is hereby made to all

of the provisions of the Redevelopment Agreement, for a fuller statement of the rights and obligations of the Authority to pay the principal of this Note and the interest thereon, and said provisions are hereby incorporated into this Note as though set out in full herein. Notwithstanding the foregoing, until the TIF Loan is indefeasibly paid in full and the TIF Lender has no further obligation to make advances of TIF Loan proceeds available to the Developer, the Authority shall not suspend payments under the TIF Note under this clause or under Section 12.6(a) of the Redevelopment Agreement unless TIF Lender shall have been provided written notice of such occurrence and a period thereafter in which to cure such Event of Default which is the longer of 90 days or the period provided to the Developer under Section 12.5 of the Redevelopment Agreement.

7. Miscellaneous

(a) **THIS NOTE IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE AUTHORITY AND IS PAYABLE BY THE AUTHORITY ONLY FROM THE SOURCES AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS NOTE IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE AUTHORITY OR THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE AND NO PROPERTY OR OTHER ASSET OF THE AUTHORITY OR THE CITY, SAVE AND EXCEPT THE ABOVE-REFERENCED PLEDGED TAX INCREMENTS, IS OR SHALL BE A SOURCE OF PAYMENT OF THE AUTHORITY'S OBLIGATIONS HEREUNDER.**

(b) The Registered Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the Authority, the City or of any other public body, and neither the Authority, the City nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise. The Registered Owner shall be entitled to exercise any and all remedies available to the Developer under the Redevelopment Agreement to the extent necessary to enforce the obligations of the Authority to make any and all payments due on this Note, subject to the limitations and restrictions set forth herein and therein.

(c) This Note is issued by the Authority in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

(d) This Note may be assigned only as provided in Article 11 of the Redevelopment Agreement, including the requirement that any assignee execute and deliver to the Authority the Acknowledgment Regarding TIF Note in the form included in **Exhibit 2**. Additionally, in order to assign the Note, the assignee shall surrender the same to the Authority either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the Authority. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein. The form of assignment shall be attached hereto as **Exhibit 4**.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the Authority outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the Authority to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, by its Board of Commissioners, has caused this Note to be executed by the manual signatures of its Chair or Commissioner and its Executive Director, and by the Director, Office of Financial Services of the City and has caused this Note to be issued on and dated as of the date first written above.

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

By: _____
Chair or Commissioner

By: _____
Executive Director

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

Approved as to form
Assistant City Attorney

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on and dated as of the date first written above, was on said date registered in the name of the Registered Owner set forth below, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF

DATE OF

SIGNATURE OF
AUTHORITY

REGISTERED OWNER

REGISTRATION

EXECUTIVE DIRECTOR

_____, 20__

_____, 20__

_____, 20__

_____, 20__

Exhibit 1
To Taxable TIF Note

RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the Authority include but are not limited to the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the

Current Local Tax Rate is considered “excess” tax increment and is distributed by Ramsey County to the other taxing jurisdictions and such amount is not available to the Authority as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Ramsey County’s Sharing Factor. In determining the amount of tax increment generated by the development property, Ramsey County uses a Sharing Factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district.

11. Multi-Parcel District. The tax increment financing district includes property that is not owned by Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

Exhibit 2
To Taxable TIF Note

ACKNOWLEDGMENT REGARDING TIF NOTE

Dated _____, 20__

The undersigned, _____ a _____ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] _____ (the “Developer”) [secured in part by] the Taxable Tax Increment Revenue Note, Series _____ (Ford Site Redevelopment Project), a pay-as-you-go tax increment revenue note in the original principal amount of \$_____ dated _____ of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the “Authority”) , a copy of which is attached hereto (“Note”).

B. The Note Holder has had the opportunity to ask questions of and receive from Developer all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the Authority or information provided by the Authority.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for investment and for its own account, and without any view to resale or other distribution; provided however that the Note Holder may participate its interest in the Note to one or more banks or other financial institutions, pursuant to one or more participation agreements directly with the Note Holder as servicer, (i) in full good faith compliance with all securities registration, broker, anti-fraud and other provisions of the applicable state and federal laws, (ii) with full and accurate disclosure of all material facts to the prospective participant(s), including without limitation Exhibit 1 to the Note, and (iii) under applicable exemptions from federal and state registration statements.

2. The Note Holder is a bank or other financial institution and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of [receiving and holding]/[acquiring an interest in] the Note [as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the Authority. The Note Holder acknowledges that the Authority has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not been paid on the Note on or before

the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the Authority. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City of Saint Paul, Minnesota (the “City”), the Authority, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the Authority, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to

“compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Ramsey County to the other taxing jurisdictions and such amount is not available to the Authority as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

10. Ramsey County’s Sharing Factor. In determining the amount of tax increment generated by the development property, Ramsey County uses a Sharing Factor when there are multiple parcels of land in the tax increment financing district. This may result in a lower amount of tax increment attributable to the development property than if the development property was the only parcel in the district. The Note Holder understands and acknowledges that the tax increment financing district contains one or more separately owned tax parcels which may impact the amount of tax increment the Note Holder receives under the Note.

11. Multi-Parcel District. The tax increment financing district includes property that is not owned by Developer (as defined in the attached TIF Note). If other property owners in the tax increment financing district fail to pay property taxes, either in whole or in part, the lack of taxes received will result in a lower amount of tax increment derived from the tax increment financing district.

F. The Note Holder acknowledges that the Note was issued as part of a Redevelopment Agreement between the Authority, the City of Saint Paul, Minnesota (the “City”) and Developer dated _____, 2019 (“Redevelopment Agreement”), and that the Authority has the right under the Redevelopment Agreement to (i) suspend payments under this Note upon an Event of Default by the Developer under the Redevelopment Agreement, and/or (ii) terminate the Note as set forth Section 12.6(c) of the Redevelopment Agreement, and (iii) adjust the principal amount of the TIF Note as provided in Sections 3.3(a)(iv) of the Redevelopment Agreement.

G. The Note Holder acknowledges that the tax increment financing district and the tax increment financing plan therefor may be amended from time to time in the discretion of the City and the Authority, including without limitation, as described in Section 9.3 of the Redevelopment Agreement.

H. The Note Holder acknowledges that the Authority makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

Dated as of the date first written above.

Note Holder:

By: _____

Name: _____

Its: _____

Exhibit 3
To Taxable TIF Note

ADVANCE CERTIFICATE

_____, 20__

Housing and Redevelopment Authority of
the City of Saint Paul, Minnesota
13th Floor City Hall Annex
25 West 4th Street
St. Paul, MN 55102
Attn: _____ (PED Project Manager)

Dear _____ (PED Project Manager):

The undersigned hereby certifies that it has incurred and paid, prior to the January 1, 2026, Qualified Costs with respect to Public Infrastructure which are eligible for reimbursement under the Redevelopment Agreement between Project Paul, LLC, a Delaware limited liability company (the "Developer"), the City of Saint Paul, Minnesota, (the "City") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "Authority"), dated December __, 2019 ("Redevelopment Agreement") in the amount of \$_____ as evidenced by the attached invoices and verification of payment. Accordingly, we request that interest on the principal amounts listed below accrue as of date of each respective Monthly Advance listed below:

1. Interest on the principal amount of \$_____ begin accruing as of _____, 20__;
2. Interest on the principal amount of \$_____ begin accruing as of _____, 20__;
3. Interest on the principal amount of \$_____ begin accruing as of _____, 20__;
4. Interest on the principal amount of \$_____ begin accruing as of _____, 20__;
5. Interest on the principal amount of \$_____ begin accruing as of _____, 20__; and
6. Interest on the principal amount of \$_____ begin accruing as of _____, 20__.

Sincerely,

[developer name]

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota acknowledges and agrees that Monthly Advances of the principal amounts listed below have been deemed advanced under the Taxable Tax Increment Revenue Note (Ford Site Redevelopment Project), pursuant to Section 2 thereof, each as of the corresponding date list below:

1. Interest on the principal amount of \$_____ begin accruing as of _____, 20____;
2. Interest on the principal amount of \$_____ begin accruing as of _____, 20____;
3. Interest on the principal amount of \$_____ begin accruing as of _____, 20____;
4. Interest on the principal amount of \$_____ begin accruing as of _____, 20____;
5. Interest on the principal amount of \$_____ begin accruing as of _____, 20____; and
6. Interest on the principal amount of \$_____ begin accruing as of _____, 20____.

Project Manager

Exhibit 4

to Taxable TIF Note

FORM OF ASSIGNMENT TO TIF LENDER

ASSIGNMENT OF TAX INCREMENT NOTE

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

RECITALS:

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

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

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

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

TERMS, CONDITIONS, AND PROVISIONS

1. PRESENT PLEDGE AND ASSIGNMENT. Pursuant to the provisions of the Uniform Commercial Code in effect within the State of Minnesota (the “UCC”), as security for the Loan, the Assignor grants to the Lender a security interest in all of the following property: (i) all right, title and interest of the Assignor in the Tax Increment Note; and (ii) all replacements, substitutions and proceeds (the “Proceeds”) relating to the Tax Increment Note (hereinafter referred to as the “Collateral”), and all documents, ledger sheets, and files of the Assignor relating to the Collateral. The term “Proceeds” includes whatever is received by the Assignor upon the sale, exchange, or other disposition of any item of Collateral. This Assignment shall constitute a perfected, absolute and present pledge and assignment in connection with which the Assignor shall have delivered to the Lender the Collateral documents endorsed and assigned to the Lender. The Assignor shall execute and deliver to the Lender an Allonge Endorsement in the form attached hereto as Exhibit A (or such other form that is reasonably requested by the Lender). The payments under the Tax Increment Note shall be paid directly to the Lender until such time as the Loan has been paid in full and Lender has no further obligation to make advances available to Assignor, at which time the Lender shall promptly provide notice to the Authority (with a copy to Assignor) that such payments are to be made to the Assignor. Prior to the full payment of the Loan and the termination of Lender’s commitment to make advances available to Assignor, if the Assignor receives any payments or prepayments on the Tax Increment Note, the Assignor shall immediately remit such payments and/or prepayments to the Lender.
2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. The Assignor represents and warrants that:
 - (a) The Assignor is the true and lawful, absolute owner of the Collateral and, except for the liens and security interests created by this Assignment, the Collateral is free and clear of any lien, security interest, or encumbrance;
 - (b) Subject only to receipt of consent from the Authority, the Assignor has the full right and title to assign and pledge the Collateral; there are no outstanding claims, assignments or pledges thereof; and there are no existing defaults under the Collateral documents on the part of makers thereof;
 - (c) The Assignor has performed all of its obligations under the Redevelopment Agreement which are required to be performed as of the date hereof and there are no existing defaults by Assignor, the City or the Authority under the Redevelopment Agreement;
 - (d) There are no defenses, setoffs or counterclaims against or with regard to the Redevelopment Agreement or the Tax Increment Note or the indebtedness evidenced thereby;
 - (e) As of the date hereof, no payments have been made on the Tax Increment Note;
 - (f) The Tax Increment Note has not been amended or modified in any respect and, to Assignor’s actual knowledge, is a valid and enforceable obligation of the Authority in accordance with its terms;
 - (g) The Redevelopment Agreement has not been amended or modified in any respect;
 - (h) The Tax Increment Note and the Redevelopment Agreement remain in full force and effect; and
 - (i) Except for the financing statement filed in connection with the pledge and security interest granted pursuant to this Assignment, no financing statement covering the Collateral is on file in any public office.

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

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

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

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

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

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

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

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

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

4. SECURITY AGREEMENT. This Assignment constitutes a "Security Agreement" under the UCC and shall be governed by the UCC.
5. PREPAYMENTS OF THE TAX INCREMENT NOTE. To the extent not directly paid to the Lender, the Assignor agrees that should the Authority at any time prepay the Tax Increment Note, the Assignor will deposit or cause to be deposited with the Lender the entire amount of such prepayment. Any amount deposited with the Lender shall, at Lender's option, be applied by the Lender to pay or prepay the Loan in accordance with the terms of the Loan Agreement or shall be held by the Lender in an escrow account for payment of the Loan. The sums held in escrow pursuant hereto are held as security for the Loan, the Assignor hereby granting a security interest in such sums to the Lender as security for the same.
6. AUTHORIZATION TO THE AUTHORITY. The Authority is hereby irrevocably authorized and directed to make payments under the Tax Increment Note directly to the Lender (for the account of

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

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

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

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

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

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

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

(b) The Assignor shall: (i) upon demand by the Lender, assemble the Collateral and make it available to the Lender, to which the Lender shall have exclusive and unlimited access during the period it is exercising its rights and remedies under this Section 8; and (ii) pay to the Lender on demand the expenses of the Lender in retaking the Collateral, holding it, and, where it is to be disposed of, preparing it for sale and selling it, including the Lender's reasonable attorneys' fees and legal expenses incurred in connection with any retaking or sale; and (iii) upon demand by the Lender (A) assign or endorse to the Lender all Proceeds and

accounts receivable resulting from the sale of any of the Collateral; and (B) deliver to the Lender all Proceeds received from the sale of any of the Collateral.

- (c) Except as evidenced in a written notice signed by the Lender, no course of dealing between the parties or any delay on the part of the Lender in exercising any rights shall operate as a waiver of any rights or remedies of the Lender.
- (d) No remedy conferred upon the Lender is intended to be exclusive of any other remedy.

9. MISCELLANEOUS PROVISIONS.

- (a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be given in accordance with the terms of the Loan Agreement.
- (b) Successors and Assigns. All rights of the Lender shall inure to the benefit of its successors and assigns, and all representations, warranties, covenants and obligations of Assignor shall bind its successors and assigns.
- (c) Defined Terms. The definitions of the terms used in this Assignment and not otherwise defined herein shall be those found in the UCC.
- (d) Severability. It is the intent of this Assignment to confer to the Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.
- (e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.
- (f) WAIVER OF TRIAL BY JURY. ASSIGNOR AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN ASSIGNOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.
- (g) JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS. ASSIGNOR WAIVES ANY CLAIM THAT THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION IS AN INCONVENIENT FORUM OR AN

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

[Remainder of Page Intentionally Left Blank]

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

ASSIGNOR:

PROJECT PAUL, LLC,
a Delaware limited liability company

By: Ryan Companies US, Inc.
Its Sole Member

By: _____
Name: _____
Title: _____

LENDER:

DOUGHERTY FUNDING LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

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

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

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

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

Dated this ____ day of _____, 201__.

THIS ALLONGE IS TO BE AFFIXED
TO THE NOTE DESCRIBED ABOVE

PROJECT PAUL, LLC,
a Delaware limited liability company

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

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

Notary Public

EXHIBIT B

CONSENT AND ESTOPPEL CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of this page intentionally left blank.]

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

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

By: _____
Chair or Commissioner

By: _____
Executive Director

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

CITY OF SAINT PAUL, MINNESOTA

By: _____
Mayor

By: _____
Director, Office of Financial Services

Approved as to form:

Assistant City Attorney

Exhibit H

Sources and Uses Budget

[See attached.]

Exhibit H - Sources and Uses

Streets	Project Cost	Developer Funds	Developer Pay-go Note	Developer Pay-go Note		Green Infrastructure			
				for 429 Project	429 Assessments	Finance	City GO TIF	City Pay-go TIF	City GO CIB
Streets: Paving/Curb & Gutter	\$ 8,164,567	\$ -	\$ 3,712,130	\$ 1,000,000	\$ 2,231,186	\$ -	\$ 810,680	\$ 410,571	\$ -
Streets: Traffic Signals/Street Lighting	4,579,722	-	1,066,990	1,000,000	1,250,778	-	476,316	785,638	-
Street: Trees	660,298	-	298,690	-	180,015	-	70,698	110,894	-
Bridges: Vehicle & Pedestrian	4,568,630	-	1,395,227	660,657	1,250,646	-	456,863	805,238	-
Sidewalks	3,422,775	-	1,543,748	-	935,310	-	352,775	590,942	-
Streets: Landscaping/Site Furnishings	1,704,402	-	768,028	-	466,077	-	173,581	296,717	-
Ryan offsites in TIF Project Area	4,274,622	-	4,274,622	-	-	-	-	-	-
Streets Total before grading costs	\$ 27,375,017	\$ -	\$ 13,059,435	\$ 2,660,657	\$ 6,314,012	\$ -	\$ 2,340,913	\$ 3,000,000	\$ -
Site Utilities excluding Central Stormwater									
Site Utilities: Water	\$ 5,352,575	-	5,352,575	-	-	-	-	-	-
Site Utilities: Sanitary	5,823,209	86,400	3,935,951	-	1,800,858	-	-	-	-
Site Utilities: Storm (Excluding Central Stormwater)	6,596,484	-	5,572,011	-	1,024,473	-	-	-	-
Site Utilities before grading	\$ 17,772,268	\$ 86,400	\$ 14,860,537	\$ -	\$ 2,825,331	\$ -	\$ -	\$ -	\$ -
Mass Grading									
Site Balance: Park Space	\$ 957,208	\$ 957,208	-	-	-	-	-	-	-
Site Balance: Stormwater	482,575	-	482,575	-	-	-	-	-	-
Site Balance: Civic Square	87,808	87,808	-	-	-	-	-	-	-
Site Balance: Right of Way	2,043,561	-	1,755,731	-	-	-	287,831	-	-
Site Balance: Private Development	3,111,352	3,111,352	-	-	-	-	-	-	-
Total Mass Grading	\$ 6,682,505	\$ 4,156,368	\$ 2,238,306	\$ -	\$ -	\$ -	\$ 287,831	\$ -	\$ -
Storm Utilities									
Central Stormwater Utility	\$ 13,662,672	\$ -	-	-	-	7,281,292	6,381,380	-	-
Gateway Grounds: Utility (Storm Ponds)	1,000,970	-	503,395	-	-	497,575	-	-	-
Hidden Falls Headwater: Utility (Storm Ponds)	1,824,417	-	1,171,597	-	-	652,820	-	-	-
Storm Utilities	\$ 16,488,059	\$ -	\$ 1,674,992	\$ -	\$ -	\$ 8,431,687	\$ 6,381,380	\$ -	\$ -
Green Spaces: Estimated Cost									
Central Water Feature: Enhancements	\$ 4,997,875	\$ 4,997,875	-	-	-	-	-	-	-
Civic Square	5,354,023	5,354,023	-	-	-	-	-	-	-
subtotal	\$ 10,351,898	\$ 10,351,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gateway Grounds: Enhancements	\$ 1,441,016	-	-	-	-	-	-	-	\$ 1,441,016
Hidden Falls Headwater: Enhancements	1,808,750	-	-	-	-	-	-	-	1,808,750
Neighborhood Plaza	1,704,685	-	-	-	-	-	-	-	1,704,685
Community Gardens	337,674	-	-	-	-	-	-	-	337,674
Total Green Space Infrastructure	\$ 15,644,023	\$ 10,351,898	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,292,125
Total Site Infrastructure net of City Projects	\$ 83,961,872	\$ 14,594,666	\$ 31,833,270	\$ 2,660,657	\$ 9,139,343	\$ 8,431,687	\$ 9,010,124	\$ 3,000,000	\$ 5,292,125